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**PUBLIC-PRIVATE VENTURES
FOR MORALE, WELFARE,
AND RECREATION ACTIVITIES**

A Solution to the Loss of Appropriated Funds

Volume 6: Appendices M and N

Report NA705R1

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PREFACE

This is Volume 6 of an eight-volume report; this volume consists of Appendices M and N. Volume 1 describes the findings, conclusions, and recommendations of our study of public/private ventures in the financing, construction, and operation of Navy morale, welfare, and recreation (MWR) facilities.

Volume 2 presents Appendices A through E; Volume 3, Appendix F; Volume 4, Appendices G, H, and I; Volume 5, Appendices J, K, and L; Volume 7, Appendices O, P, and Q; and Volume 8, Appendices R and S.

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APPENDIX M

**A STRATEGY FOR A SUCCESSFUL
PUBLIC-PRIVATE VENTURE MARINA
FOR NAVAL STATION, TREASURE ISLAND**

PREFACE

Appendix M was originally published separately as a temporary LMI report with a restricted distribution. We have reprinted it here with no changes. Thus, material in the original document or appended to it bears the same numbering and designation it did when previously published.

**A STRATEGY FOR A SUCCESSFUL
PUBLIC-PRIVATE VENTURE MARINA**

Naval Station, Treasure Island

Report NA705TR5

August 1989

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A STRATEGY FOR A SUCCESSFUL PUBLIC-PRIVATE VENTURE MARINA

Naval Station, Treasure Island

OVERVIEW

In this paper, we present a strategy for continuing to meet the demand for marina services at Naval Station (NAVSTA) Treasure Island, California. We have compared the feasibility of pursuing a public-private venture (PPV) for the marina with that of continued in-house operation.

Briefly, in a PPV, the installation's nonappropriated fund (NAF) instrumentality (NAFI) contracts with a private company for the operation of, and any capital improvements to, the marina for a number of years. The NAFI does not guarantee nor provide any payment to the contractor; the contractor assumes the risk of profit or loss in operating the marina and may share profits with the NAFI.

The marina at NAVSTA Treasure Island has 100 slips constructed of wood on foam insulation. The marina made a profit of approximately \$64,000 in FY88. Because of its central bay location, it is readily accessible from a large urban area. More than 60 authorized users are on a waiting list for the very rare slip vacancies. For a PPV to be practical, the contractor needs to replace piles, provide fire protection service, upgrade electrical service, renew some flotation, and perform major repairs to the main pontoon barges. The cost of the effort is estimated to be about \$250,000.

We recommend that a contract be awarded to set up a PPV for the marina at NAVSTA Treasure Island in place of the in-house operation. A PPV marina at NAVSTA Treasure Island with 250 slips could return approximately \$3.1 million to the local NAFI over a 25-year term or an average of \$125,000 a year. Furthermore, NAVSTA Treasure Island would receive approximately \$2,143,000 in capital improvements.

BACKGROUND

The Military Services are looking for private sector participation to maintain the quality of their present morale, welfare, and recreation (MWR) functions and to

compensate for the loss of appropriated fund (APF) support. The Navy has tasked the Logistics Management Institute to study the feasibility of providing MWR functions through PPVs. One MWR function that may lend itself to PPV contracting is marina operations, and we address that function here. In the first phase of our two-phase analysis, we assess whether a PPV contract is feasible at NAVSTA Treasure Island and provide draft solicitation documents for such a venture. In the second phase, we evaluate other strategies that may apply at other locations.

APPROACH

We first reviewed the operational requirements of marinas and the data relevant to those operations. We then conducted a preliminary analysis to determine the economic feasibility of a PPV at NAVSTA Treasure Island. That analysis combined case study data and operational costs and revenues of the existing NAVSTA Treasure Island operation. Finally, we developed a pro forma income statement to forecast how the site would operate as a private concession.

OPPORTUNITIES FOR MARINA PRIVATIZATION

We selected marina operations as a candidate for a PPV because the private sector shows great interest and has a proven history of success in such operations. One of the best known examples of a successful PPV marina is Marina Del Rey in Los Angeles County, California. That project began with Federal assistance in the late 1950s and opened in 1965 with 5,600 slips on 780 acres. Today, with 6,200 slips, the project generates enough money to pay for all public services in Marina Del Rey (i.e., police services, fire protection, etc.) and all beach lifeguard services as well. Marina Del Rey has approximately 50 different leasehold agreements including hotels. Los Angeles County receives fees based on a percentage of gross receipts. Altogether, the marina adds \$16 million annually to the general fund of Los Angeles County.

The marina at Racine, Wisconsin, on Lake Michigan is another example of a PPV. After undergoing a gradual economic decline through the 1980s, the city of Racine turned to its waterfront as a means to spark a dramatic downtown reinvestment by private developers. A key element of the plan included a 1,000-slip marina along with \$11 million in harbor improvements. Additional examples include the numerous marinas that have been developed through PPV agreements with the U.S. Army Corps of Engineers and the National Park Service. Furthermore, the interest

in developing partnerships between local jurisdictions and private operators continues to grow. A PPV proposal for a marina is under consideration in Woodbridge, Virginia, on the Potomac River.

Rising land costs, constrained budgets, and a need to provide quality recreational services at a reasonable cost add to the attractiveness of PPVs for marinas. Local governments choose to enter into such partnerships for any of several reasons. The following stand out as most significant:

- First, PPVs provide a means for upgrading the service of existing marinas (e.g., Washington Sailing Marina, Alexandria, Virginia; Mission Bay Sports Center, San Diego, California).
- Second, PPVs are seen as a way of sharing costs and providing a facility that would otherwise not be built (e.g., Woodbridge, Virginia; Racine, Wisconsin).
- Third, PPVs provide a service at no cost to the Government and can even provide revenue to the Government (e.g., Marina Del Rey, Los Angeles).
- Fourth, PPVs offer a lower cost alternative to public operations.

Overall, those same factors may make a PPV a feasible option for military marina operations. As with municipal marinas, not all military marina operations offer feasible sites for PPVs. The primary decision factors for both are economic and market conditions, including the following:

- Size and composition of market
- Civilian market fees and competition
- Projected number of slip rentals.

In addition to those factors, the constraints and requirements of a military installation add the following contractual and policy factors that must be considered in the analysis:

- Whether to open the marina to the public
- Limitation on maximum fees
- Environmental concerns.

NAVAL STATION TREASURE ISLAND - PILOT BASE

Background of Site Selection

NAVSTA Treasure Island volunteered and was selected by the Naval Military Personnel Command (NMPC) for study as a test site for a marina PPV. It is centrally located in the San Francisco Bay on a man-made island that adjoins the natural island of Yerba Buena and has a prime waterfront location suitable for the development of additional marina facilities. The base, approximately 6 miles from the center of San Francisco, is accessible by land over the San Francisco-Oakland Bay Bridge. Numerous civilian marina facilities are located nearby in the San Francisco Bay Area.

Current Marina Operations

NAVSTA Treasure Island marina revenues in FY88 were \$150,630, and expenses were \$86,731. Thus, the station showed a profit of \$63,899; however, that computation does not take into account the cost of various capital improvements, which are treated like grants from NMPC's central NAFI. Furthermore, the expenses do not include employee benefits of \$13,028 for FY88 since they are also paid from NMPC's central NAFI. The user fees are comparable to those charged at neighboring naval installations but are approximately 15 percent below the median fee charged by civilian marinas in the area (see Table 1). We assume that, whether NAVSTA Treasure Island is operated under a PPV or not, the marina fees at all military marinas will have to be raised because of the loss of APF support.

Potential Market Demand

The NAVSTA Treasure Island marina is close to the center of the San Francisco Bay recreational boating area with very convenient access by water and by auto.

In the nine counties that make up the San Francisco Bay Area there are now approximately 22,000 boats stored at marinas.¹ About one person in 200 are boat owners based on the area's population of around 4 million.

If the Navy restricts the market to the 67,000 currently authorized active duty military and military retirees applying the 1:200 ratio suggests a potential demand

¹The figure 22,000 is from an update of a 1983 study of water-stored recreational boats conducted by Kirkland Engineering, Incorporated.

TABLE 1
CIVILIAN MARINA FEE COMPARISONS

Marina	Slip rental fee^a (\$)
Fifth Avenue	4.00
Brickyard	4.05
Brisbane ^b	4.10
Loch Lomond	4.25
Docktown	4.25
San Franciscob ^b	4.26
Emeryville ^b	4.30
Richmond Munib ^b	4.35
Coyote Point ^b	4.35
Berkeley ^b	4.54
Alameda	4.58
Jack London	4.63
Embarcadero ^b	4.73
Emery Cove	4.75
Fortman	4.75
Oyster Point ^b	4.85
Oyster Cove	5.00
Grand Harbor	5.25
Marinship	5.50
Marina Village	5.75
Pier 39	5.88
Clipper	6.50
Kappa's	6.50
Ballena Bay	6.88
South Beach ^b	7.39
Pelican ^b	7.50
Average	5.11
Median	4.74

^a Slip rental rates are per foot per month.

^b Public Marina.

of 335 (see Table 2). Both Naval Air Station (NAS) Alameda and NAVSTA Treasure Island marinas compete for this same market. Of the potential demand, 100 are already being satisfied at NAVSTA Treasure Island and 14 are already being satisfied at NAS Alameda.

TABLE 2
POTENTIAL MARKET OF AUTHORIZED USERS

Users	Approximate population (thousands)
Active duty military	21
Military retirees	43
Other	3
DoD civilians	19
Total	86

Sources: Defense Civilian Personnel Data File, DoD Statistical Report on the Military Retirement System, and Base Loading System.

This leaves a potential unsatisfied demand of 221 authorized users. We assume that NAVSTA Treasure Island will be able to attract 100 of the 221. Therefore, if a PPV marina is larger than 200 slips, the marina will need to be opened to additional users.

In the San Francisco Bay Area there are approximately 19,000 DoD civilian employees with a potential demand of 95. If the marinas were opened to civilian DoD employees we assume that NAVSTA Treasure Island would attract 50 of the 95. If a PPV marina is to be larger than 250 slips, the marina market will need to be opened further.

Since the NAVSTA Treasure Island marina is located in an unrestricted area that allows access by the public, we recommend that a PPV marina be open to use by all DoD civilian employees. We also recommend that at a minimum, the contractor be required to construct 150 new slips to meet the projected demand created by this expanded user population.

Competition in the Area

Approximately 50 civilian marinas are located in the San Francisco Bay Area. Marinas in the immediate vicinity of NAVSTA Treasure Island have a total capacity of approximately 8,200 slips, with virtually no vacancies. Therefore, the only real competition to a PPV-operated marina at NAVSTA Treasure Island will come from the other military marinas in the area, and they are also currently full. Thus, fee increases under a PPV contract at NAVSTA Treasure Island will not make the contractor noncompetitive with the other military marinas because without APF support all of them will have to raise their fees.

Development Potential

The NAVSTA Treasure Island marina is in a 115-acre cove lying between Yerba Buena Island and Treasure Island (see Appendix A). This site has approximately 1,600 linear feet of open waterfront on the eastern side of the existing marina that could easily support a 500-slip marina expansion. The water depth in the marina basin ranges from 25 feet at the center of the basin to 4 feet at the seawall. That area is well protected from wave action and will not require any additional dredging. Appendix B presents an engineering study that discusses the development potential in more detail.

ENVIRONMENTAL CONCERNS

Treasure Island and Yerba Buena Island have no endangered plant or animal species in need of protection. All vegetation and animal life now indigenous to Treasure Island has migrated from nearby sources. Various species of waterfowl utilize the Bay just off Treasure Island's shoreline. We do not expect the proposed marina expansion to have any adverse environmental impact; however, an environmental analysis must be completed prior to releasing a Request for Proposals (RFP).

NAVSTA Treasure Island lies within the jurisdictional boundary of the California state Coastal Zone Management Program (CZMP) as defined by the Federal Coastal Zone Management Act (CZMA) of 1976. Under Section 304(a) of the CZMA, Federal lands are excluded from the state coastal zone. However, Section 307 of the CZMA requires Federal agencies to be consistent with policies of California's CZMP to the maximum extent practicable.

The following permits are required to construct the expanded marina:

- Permits under U.S. Army Corps of Engineers Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act of 1973
- California Coastal Consistency Determination.

FINANCIAL ANALYSIS OF OPERATIONS

In-House Operations

In recent years, the NAVSTA Treasure Island marina has been operating at a profit. The consolidated statement of income and expenses for the NAFI-operated facility for FY86, FY87, and FY88 is shown in Table 3. The marina made profits of \$76,988; \$33,956; and \$63,899 in FY86, FY87, and FY88, respectively. These figures do not take into account "hidden" APF subsidies such as facility maintenance in FY86 and utility expenses and military labor costs in FY86 and FY87.

Pro Forma Analysis

We begin the pro forma economic analysis with a projection of revenues and expenses based on the major assumptions listed in Table 4. (These are not the only assumptions made in the pro forma analyses but they are the main ones.) The baseline assumptions are chosen and the pro forma analyses are constructed using industry standard expense ratios, including debt amortization, taxes and profits, and inputs from the installation and the International Marina Institute. We then make changes to these assumptions to see how sensitive the expected payback is to these changes.

Table 5 is an example of a pro forma analysis for the first year of the contract. Results of pro forma analyses constructed under varying assumptions are judged on two criteria: the total of each year's "additional profit" and the net present value (NPV) of that total. "Additional profit" is defined as profit above that normally expected by the industry in the face of normal risks. In response to the RFP, the contractor may offer to share any additional profit with the installation in the form of payments to the NAFI. On the other hand, the contractor may perceive that the venture involves high risks and may decide to keep the additional profit. The second criterion, the NPV of the additional profit, is a measure of how those profits are spread out over the term of the contract. Projects that require large, up-front capital investments normally lose money in the first few years of operation, but make up

TABLE 3
NAVSTA TREASURE ISLAND MARINA CONSOLIDATED
INCOME STATEMENTS

	FY86 (\$)	FY87 (\$)	FY88 (\$)
Revenue	\$111,733	\$138,769	\$150,630
Less: APF reimbursement		14,957	
Net revenue	\$111,733	\$123,812	\$150,630
Expenses			
Payroll	15,036	26,778	56,644
FICA	1,596	1,954	4,492
Annual leave	917	1,117	2,600
Sick leave	424	551	957
Employee benefits			
Equipment rental	549	3,715	1,122
Telephone/postage		44	92
Repair and maintenance facility		30,180	852
Repair and maintenance vehicles	43	2,820	11,010
Repair and maintenance fixtures, furniture, and equipment	4,075	3,860	1,855
Minor property	1,362	103	
Supplies	10,634	18,687	6,249
Freight and transportation		47	
Instructional fees	24		105
Advertising and promotion	85		
Utilities			123
Miscellaneous			630
Total expenses	\$ 34,745	\$89,856	\$86,731
Net profit (loss)	\$ 76,988	\$ 33,956	\$ 63,899

that loss by larger profits in later years. However, a thousand dollars earned this year is more valuable than a thousand dollars earned 10 years from now because future earnings must be discounted over time. The NPV represents the sum of each year's additional profits (and losses) discounted to the year in which the venture was begun. A positive additional profit total with a negative NPV indicates that

TABLE 4**BASELINE ASSUMPTIONS FOR NAVSTA TREASURE ISLAND MARINA PRO FORMAS**

Slip rental fee (monthly)	\$4.10/foot + \$2.00 ^a
Capital improvements	\$2,143,000
Number of rental slips	250
Number of dry storage slips	0
Current occupancy rate	92%
Finance rate	11%
Term of loan	20 years
Term of contract	25 years
Capital improvement escrow	3% of slip rentals starting Year 4
Food and beverage services	Included in revenue

^a Monthly utility charge.

although the additional profits eventually outweigh the losses, the break-even year is so far in the future that the venture may be unattractive.

The pro forma analysis for the NAVSTA Treasure Island marina based on the assumptions listed in Table 4 produced the following results:

Total additional profits (25 years):	\$3,095,000
NPV of additional profits:	\$ 775,000

The tables in the following sections (Tables 6, 7, and 8) show the total additional profits and the NPV for each additional profit by varying the baseline values shown in Table 4. This variation allows us to examine each factor under various assumptions and compare the results to determine how sensitive the profitability is to changes in the factor's values.

Sensitivity to Size

The first variable we examined was the size of the marina because size corresponds directly to the initial capital investment required and the debt service for the investment is a major expense. We performed a sensitivity analysis to compare the projected revenues, expenses, and profit effects of four different PPV scenarios. The results of these analyses are presented in Table 6.

TABLE 5**FIRST YEAR RESULTS OF BASELINE ASSUMPTIONS
FOR NAVSTA TREASURE ISLAND MARINA**

Income	
Slip rental	\$469,178
Boat rental	5,502
Chandlery gross	19,257
Lessons	10,564
Food and beverage	165,060
Dock box rentals	8,253
Miscellaneous	19,257
Total income	\$697,071
Expenses	
General salaries	123,795
Food and beverage salaries	27,245
Employee benefits	24,166
General and administrative	63,273
Facility and equipment maintenance	41,265
Utilities	22,833
Cost of goods sold chandlery	12,710
Cost of goods sold food and beverage	108,940
Cost of lessons	7,923
Insurance	29,986
Miscellaneous	13,205
Capital improvement escrow	0
Debt service	215,272
Total expenses	\$690,613
Net profit before taxes	6,458
Taxes	0
Profit after taxes	6,458
Contractor's expected profit and return on investment	69,140
Available for NAF fund	0

TABLE 6

**NAVSTA TREASURE ISLAND MARINA COMPARISON OF NET CASH FLOW EFFECTS FOR
ALTERNATIVE PPV EXPANSIONS, FY90**

	Scenario				
	Baseline	1	2	3	4
Wet slips ^a	250	300	400	500	600
Dry storage slips	0	0	50	50	0
Capital improvements ^b	\$2,143,000	\$2,600,000	\$3,591,000	\$4,486,000	\$5,313,000
Escrow ^c	\$0	\$0	\$0	\$0	\$0
NAF profit ^c	\$0	\$0	\$53,000	\$120,000	\$170,000
Additional profit (25 years)	\$3,095,000	\$4,792,000	\$8,557,000	\$11,735,000	\$14,368,000
NPV of net cash flow (25 years)	\$775,000	\$1,321,000	\$2,650,000	\$3,768,000	\$4,675,000

^a Figures include 100 existing slips.

^b Includes costs for shore facilities improvements/alteration, landscaping, utilities, fencing, security lighting, crane, and repairing existing piers.

^c First year.

In the baseline case shown in Table 6, we see the effect on the local NAFI of expanding the marina by 150 slips and maintaining no dry storage slips; that effect is a 25-year additional profit of \$3,095,000 and an NPV of \$775,000 (payment to NAFI plus escrow for improvements). Scenarios 1, 2, 3, and 4 show the effect on the local NAFI of building larger marinas with various combinations of facilities. In all scenarios, we project a profit for the local NAF. Furthermore, in each scenario, the Navy does not pay the employee fringe benefit costs.

The RFP should require the contractor to construct an additional 150 slips at a minimum. Enough authorized users are located in the San Francisco Bay Area to support a marina of that size.

Sensitivity to Contract Term

The 25-year contract term assumed in Table 4 is necessary so that the contractor can amortize the huge initial investment required. Discussions with the International Marina Institute indicated that the contract term should certainly be no less than 20 years and more likely should be 25 years. The comparison of contract terms of 15, 20, and 25 years in Table 7 shows that a PPV will be profitable with any

of these contract terms. However, to ensure that the contract is industry friendly, its term should be 25 years in the RFP.

TABLE 7
COMPARISON OF CONTRACT TERMS

Contract term (years)	Additional profit (\$)	NPV (\$)
15	1,376,000	497,000
20	2,439,000	706,000
25 ^a	3,095,000	775,000

^a Baseline assumption.

Sensitivity to Adding a Club Facility

Holding the required capital improvements to a reasonable level is important because the debt service for this investment is a major expense. For our baseline assumptions, we estimated the cost of capital improvements to be \$2,143,000 (Table 4). Table 8 examines the sensitivity of profitability to the cost of requiring a \$500,000 club facility to be built as part of the minimum required capital improvements. By including the clubhouse in the required capital improvements, we reduced profitability by approximately 17 percent.

TABLE 8
SENSITIVITY TO ADDING A CLUB FACILITY

Initial capital improvements (\$)	Additional profit (\$)	NPV (\$)
2,143,000 ^a	3,095,000	775,000
2,816,000 ^b	3,066,000	643,000

^a Baseline assumption.

^b Baseline assumption plus cost of adding a clubhouse

Summary of the Pro Forma and Sensitivity Analyses

The pro forma analysis has demonstrated that under a reasonable set of assumptions, a PPV marina expansion at NAVSTA Treasure Island can be built and operated profitably and its profitability is sensitive to many of the variables involved.

The additional profit in the sensitivity analyses, as is the case for all MWR PPV projects, represents the maximum *potential* payment into the NAFI fund. While our projections use industry standard percentages, they do not include any "extra profit" for the contractor to compensate for increased risk of doing business with the NAFI/military rather than the normal market. Although our analysis indicates that enough authorized users of marina services are located in the San Francisco Bay Area to accommodate the PPV marina expansion we recommend, some or all potential contractors may view the market as riskier than a normal market venture. The degree of this perceived risk, which we believe will be low or nonexistent, could raise the entrepreneur's profit expectations and, consequently, lower the actual NAFI profit below our projections. The actual NAFI profit will be a variable schedule of gross revenues to be bid in response to the RFP.

RECOMMENDED PARAMETERS FOR THE REQUEST FOR PROPOSALS

Our study and analyses have shown that a PPV marina can be successful at NAVSTA Treasure Island. The RFP to select the developer/contractor should be as flexible as possible to take maximum advantage of private-sector expertise in constructing and operating marinas. The main aspects of such an RFP are as follows:

- *Contractor actions:* Design, construction, financing, and operation of the marina complex.
- *Contract term:* 25 years with two 10-year options. The 25-year term will allow sufficient time for a private sector operator to amortize capital expenditures. (The International Marina Institute also recommended a 25-year contract term.)
- *Capital improvement requirements:* The RFP should as a minimum require the contractor to construct 150 new slips, repair the existing piers, provide a 5-ton crane, provide new security lights and new security gates, and provide new lock boxes. We feel that a marina of the size we recommend is conservative and that the authorized user population could support an even larger marina. However, the ultimate size of the marina should be a bid item in the RFP, with a larger marina given more evaluation points. The

facilities should be specified to meet State of California Guidelines for Small Craft Berthing Facilities.

- *Capital improvement escrow:* 3 percent of slip rental revenues required for escrow, starting Year 4 of the contract.
- *Usage:* Usage should be expanded to include all DoD civilian employees in addition to current authorized users.
- *Marina service fees:* The initial rates for slip rentals, boat rentals, and dry storage should be limited to existing rates for currently authorized users and be the market rate for DoD civilian employees. In their bids, contractors should specify the rates they will charge for other services. We recommend that marina service fees be escalated annually and not exceed the escalation rate for the same services in the local civilian market.
- *Right of first refusal:* The contractor should give current marina employees a right of first refusal on jobs, with no arbitrary dismissal for 180 calendar days.
- *NAFI payment:* Offerors should bid a schedule of the percentage of gross revenues they will pay to the local NAFI fund.
- *Maintenance:* The contractor should be required to submit a maintenance plan as part of the proposal and the terms of that maintenance plan should be enforced.
- *Sailing lessons:* We recommend that the contractor be required to provide sailing lessons to meet the demand and that the rates for those lessons be controlled by the NAFI and set at the guidelines established by the Chief of Naval Education and Training.
- *Performance bonding:* The RFP should require the contractor to furnish construction performance and payment bonds that will be in effect until the construction phase of the contract is complete.
- *Bid guaranty:* To ensure the execution of the contract and the performance bond, each offeror should be required to submit with its bid a guaranty bond executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety. We recommend that the bid security be in the penal sum of no less than \$300,000.

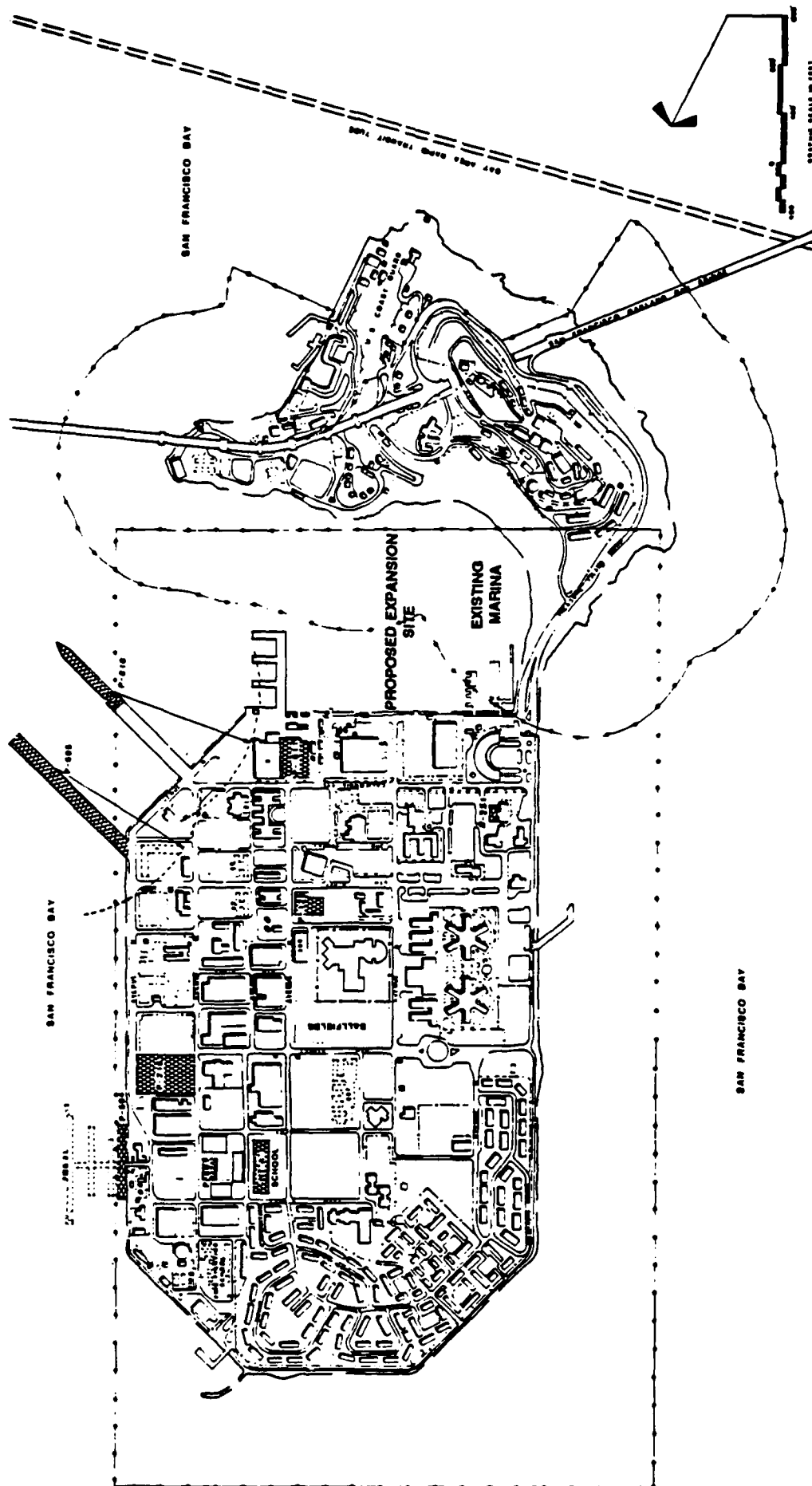
The criteria for source selection should encompass four primary areas:

- Design and construction plans (including number of slips in the expansion)
- Experience and performance history

- Operations and maintenance plans
- Amount and timing of NAFI payments.

APPENDIX A

NAVAL STATION TREASURE ISLAND MAP



APPENDIX B

U.S. NAVAL STATION

TREASURE ISLAND, CALIFORNIA,

MARINA EXPANSION AND PRIVATIZATION PROGRAM

PRELIMINARY DESIGN STUDY

U. S. NAVAL STATION
TREASURE ISLAND, CALIFORNIA
MARINA EXPANSION AND PRIVATIZATION PROGRAM
PRELIMINARY DESIGN STUDY

KIRKLAND ENGINEERING, INC.
2000 SANTA CLARA AVENUE
ALAMEDA, CALIFORNIA 94501
(415) 521-1600



June 9, 1989

EXPIRES 12-31-89

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EXECUTIVE SUMMARY

Naval Station Treasure Island is situated in the central part of San Francisco Bay near the center of recreational boating activity. It is accessed from the San Francisco-Oakland Bay Bridge at mid-point, Yerba Buena Island.

The major vessel traffic lanes and the favorite cruising and racing grounds for Bay Area yachtsmen extend northward to San Pablo Bay and the Sacramento River Delta beyond, and southward into the south bay, the Naval Air Station, Alameda and the Oakland Inner Harbor.

Once inside the Golden Gate, public and private marina facilities are located in Marin County on the north, and along the San Francisco waterfront on the south of the entrance. Many other marinas are found along the East Bay shoreline and in the Oakland Inner Harbor waters.

San Francisco Bay weather is favorable for boating year-round. Strong westerly winds through the Golden Gate prevail during the spring, summer and fall months. The Treasure Island marina site is protected from these westerly winds. Storm winds commonly blow out of the south and southwest; protection is from Yerba Buena Island. However, refracted waves out of the southwest enter the marina area, "Skipper's Cove".

There is good water throughout most of the cove with some shoaling across the southern half of the entrance. No dredging is required for the marina.

The Naval Station Treasure Island is headquarters for COMVAVBASE San Francisco/COMSERVRON ONE and Navy and Marine Corps Reserve Readiness commands as well as the Technical Training Center. Military housing for married and single service members is available and more is under construction.

The Naval Station has maintained a marina of about 100 berths available to regular, reserve and retired military. Because of the central bay location, it is readily accessible from a large urban area. The marina is accessible from outside the Naval Base security gate. There is a Treasure Island Yacht Club. Rental rates for the berthing is a modest \$4.00 per foot per month, compared to \$5.50 - \$7.00 for public marinas in the East Bay.

The marina is constructed of wood on foam floatation. Most of the newer marinas in the Bay are foam filled concrete. The difference in quality is noticeable. For privatization to be practical, about \$230,000 in repairs are needed for pile replacement, fire service, electrical service upgrading, renewal of some floatation, and a major repair to the main pontoon barges.

There is space available adjacent to the existing marina for expansion up to 500 new berths. Parking space is available, utility service is accessible, and security fence can be relocated to enclose the expanded marina inside the Station Gate.

While space is available for a 500 berth expansion the military market is probably not large enough to support it. Ownership of in-the-water berthed boats appears to be in a ratio of about 1 for each 200 population. With about 50,000 eligible military total ownership would be about 250, to be shared with NAS Alameda, the Presidio Yacht Club, and private marinas.

A new first class marina at the Naval Station should command fees of \$6.00 - \$7.00.

At Treasure Island half of the existing berths are 20 and 24 footers. Slip size preference in San Francisco Bay has continuously moved toward longer berths. The average in new construction is now about 35 feet. Recommended for the enlarged marina are slips 24 to 48 feet long, in four foot increments.

Two alternate arrangement plans are provided. Both are oriented with slips running east and west, as is the present marina.

There is ample space for marina parking, to be shared with other users. Marina usage is concentrated on weekends. Reserve readiness training is similarly week-end intensive. Other Station activities are not. Parking for 250 automobiles is adequate for a 500 berth marina without sharing. Some repaving, restriping, and landscaping is necessary.

Existing utility services can support an expanded marina. Most are easily accessible. New electric service with a new transformer is preferred to connecting to existing buildings.

Several supporting facilities and services are considered.

Fuel Service would be a convenience but not a major income producer.

Food Service supported only by a marina is rare to non-existent in the Bay Area, where the majority are "home ports" for yachts rather than transient operations as often found elsewhere in the country.

Chandlery Sales from major retail outlets are seldom found at Bay Area Marinas. Small outlets specializing in minor consumables for boats are occasionally found operated by harbor masters as a side line. The larger inventories necessary and the retail management skills needed for a full service chandlery are too costly for the typical marina operator.

Repair Facilities are ordinarily independent operations and not associated with marina ownership or management. Haul-out facilities, except for very small boats, are expensive to build and labor-intensive to operate. There are important environmental considerations to heavy repair work which are best avoided by a marina operation. Personalized repair services for engines, electronics, carpentry and painting are a possibility if interested qualified mechanics can be recruited. However, allowing personalized repair work, without sponsoring it, may be more liability free for the marina operator.

Launching Ramp is technically feasible, and will fit into Scheme B. There should be a reasonable demand from fishermen. This should not be considered an important profit center for the marina.

The cost to develop a marina of about 500 berths, including parking lot rehabilitation, is approximately \$4,000,000. Details are provided in ANNEX A and ANNEX B.

Federal Regulations require that a government agency proposing work in areas under local Coastal Zone Management jurisdiction produce a study sufficient to satisfy local agency review. This is known as a Consistency Determination and in San Francisco Bay involves the U. S. Army, Corps of Engineers, and the San Francisco Bay Conservation and Development Commission. The absence of any dredging makes this matter a relatively simple process that can be handled administratively.

U. S. NAVAL STATION
TREASURE ISLAND, CALIFORNIA
Marina Expansion and Privatization Program
Preliminary Design Study

LOCATION:

The Naval Station Treasure Island Marina site at 37-49N & 122-22W, is in a 115 acre cove lying between Yerba Buena Island and Treasure Island in San Francisco Bay, midway between San Francisco and Oakland. A small scale chart is included as Figure 1 for reference.

Yerba Buena is a steep, rocky island, roughly cone shaped, measuring about one half mile in each direction with a single 300 foot peak. For many years the U. S. Navy and Coast Guard have maintained bases here. In 1938 the San Francisco Bay Bridge was completed using Yerba Buena Island as a center anchor, with a tunnel connecting the west half suspension bridge to the east half cantilever structure.

Treasure Island was man made in 1937 of dredged spoils placed on a shoal northeast of Yerba Buena Island. The island is flat, about one mile long and three-fourths of a mile wide. It was first used for the San Francisco International Exposition of 1939-40 and intended later to be the major airport for the San Francisco area. Instead, it was taken by the Navy in 1941 for a Naval Station and remains so today.

Vehicular access is via the San Francisco-Oakland Bay bridge, with tolls taken only from the Oakland side.

AREA GEOGRAPHY:

San Francisco Bay is the estuary for the Sacramento and San Joaquin Rivers of the central valley of California. From the mile-wide entrance at the Golden Gate, Treasure Island lies five miles directly east (see Figure 1).

Within three miles of the entrance, the Bay is divided into three passages by two islands, Alcatraz and Angel Island. Heading directly east from the Golden Gate is the inbound San Francisco Bay vessel traffic lane; it passes along the northern waterfront of the City of San Francisco, and is about one mile wide between Alcatraz Island and North Point where it enters the Central Bay. Westbound vessel traffic to the Golden Gate starts in the waters north of Alcatraz one and one-half miles from Angel Island, which is a state park topped by 600' Mount Livermore. Additional vessel traffic passes through Raccoon Strait between Angel Island and the Tiburon Peninsula; it is about one-half of a mile wide.

While these vessel traffic lanes carry all of the commercial and military vessels using the Bay, they are also the most popular cruising areas for recreational boaters. It is fair to say Alcatraz Island is the center of the most used waters of San Francisco Bay. Treasure Island is two miles east of Alcatraz.

From Alcatraz northward, the Bay widens to about three miles between Tiburon Peninsula and the Richmond Headlands. Passage farther north is through San Pablo Strait into San Pablo Bay. Naval vessels bound for Naval Weapon Station Concord and Naval Shipyard Vallejo, large tankers bound for the several north bay petroleum refineries, and commercial traffic bound for Sacramento and Stockton, pass through these waters. Large numbers of yachts also pass this way with several hundred racing to Vallejo and back for the season opener, followed by cruising yachts bound for the great delta of the Sacramento and San Joaquin Rivers.

Eastward the bay opens onto the expansive eighteen square mile shallows known locally as the Berkeley Shoal, site of the busy Olympic Circle small yacht race course. Between the shallows and Treasure Island is a channel about three-fourths of a mile wide heavily used by yachtsmen traveling north and south along the East Bay shore. Many of the season's larger yacht races start and finish within one-half of a mile of the northwest end of Treasure Island.

Southward from Alcatraz, the vessel traffic lane passes through the one and one-half mile wide gap between Treasure Island/Yerba Buena Island and the San Francisco waterfront. South of the Bay Bridge, the bay widens to about nine miles and extends twenty-five miles to the mouth of Coyote Creek. The northerly six miles is reasonably deep and is the principal general anchorage for the bay. On the East Bay shore are the Naval Air Station, Alameda and the very active Port of Oakland with many container loading facilities. The north half of the South Bay is also popular with yachtsmen.

AREA MARINA FACILITIES:

Just inside the Golden Gate, off to the northwest is Richardson Bay and Sausalito, one of the most popular berthing spots in the Bay and home for about 1,500 recreational boats. Berth rents are highest in the Bay Area.

Along the San Francisco waterfront are marinas for about 1,800 yachts, two on the northern waterfront, another at North Point at Pier 39, and another south of the Bay Bridge at the new South Beach marina. Continuing down the west side along the San Francisco Peninsula a number of yacht harbors are located berthing over 2,500 recreational boats as far south as Redwood City.

Along the East Bay side San Leandro Marina holds about 600 yachts. Another 5,000 are berthed in the Oakland Inner Harbor, most on the Alameda side. Six hundred more are berthed at Ballena Bay on the south shore of Alameda, near the Naval Air Station. Alameda also is home to about 160 private boat docks attached to homes on tide water.

Proceeding up the East Bay shoreline, opposite Treasure Island is the Emeryville harbor with about 800 berths, followed by Berkeley Marina holding another 900.

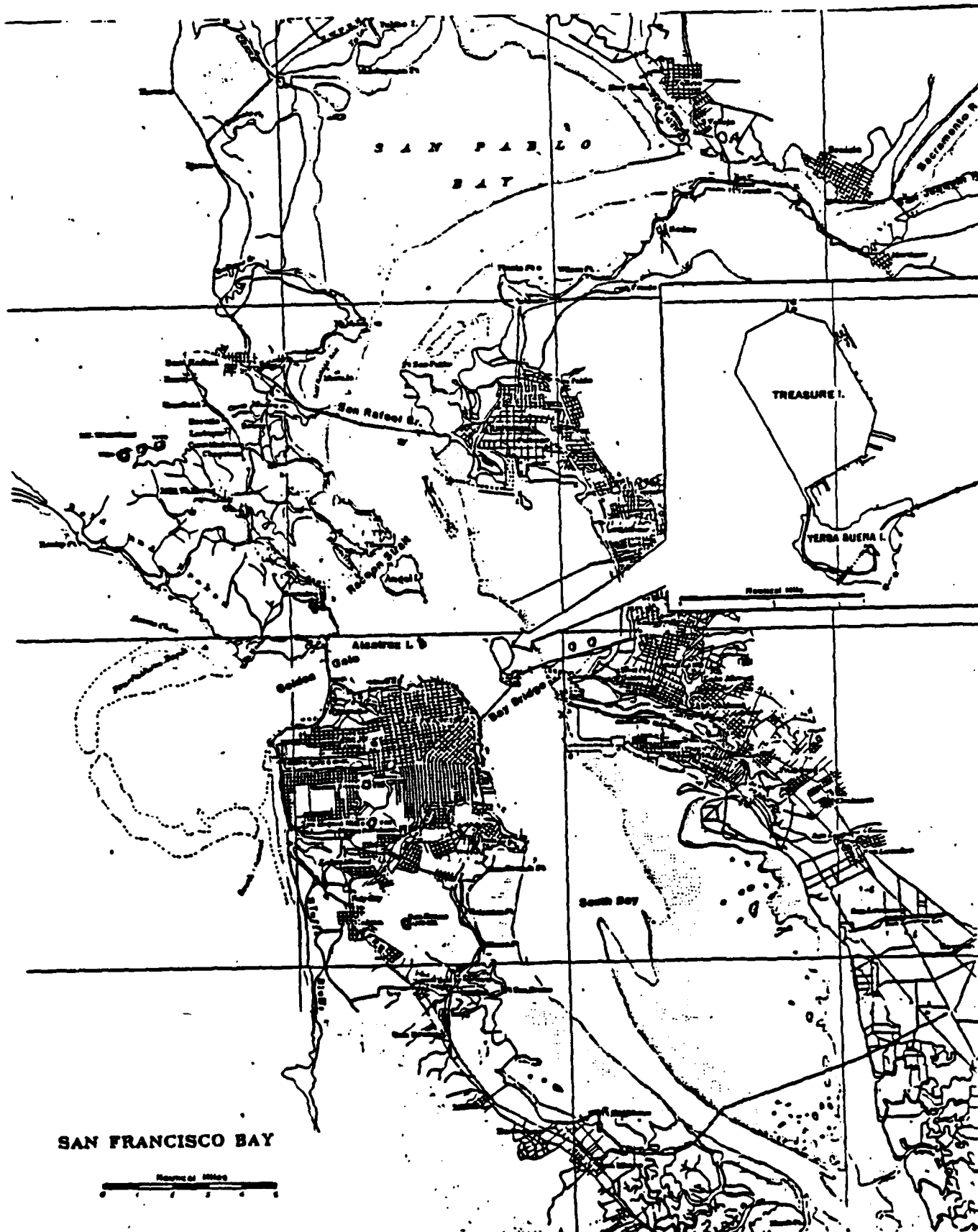


Figure 1

Farther up, easterly off the North Bay, in Richmond Inner Harbor there are over 900 berths now with another 1,250 being planned. Across the north bay, and beyond Point San Quentin, is the San Rafael channel home for another 1,000 boats.

In all of the San Francisco Bay and Delta, from the nine bordering counties, there are now over 22,000 small craft berths and close to matching numbers of boats kept in the water.

WEATHER:

The San Francisco Bay area is known for its mild and pleasant weather. Recreational boating is possible year round. In the winter months, winds are generally light and variable. Starting in May and continuing into October, the prevailing winds become westerly. As the California central valley warms, wind velocity increases through the Golden Gate. It is not uncommon to find afternoon wind speeds around Alcatraz at 35 knots for days at a time in July and early August. Because of the elevation of the hills at the entrance, around the bay and the islands in the entrance, spring and summer winds generally blow directly from the Golden Gate to Treasure Island. Once past Alcatraz, winds tend to flow southeasterly into the South Bay, and northeasterly into the North Bay. Angel Island and Yerba Buena both cause large wind shadows.

Storm winds usually occur from October thru March. As the Naval Station Treasure Island Marina is protected from the west, our special interest is the easterly quadrant. From records since 1945 at the Naval Weather Center, Alameda, we find that winds with average velocities 28-40 knots occur from the ESE and SE about 2/10ths of 1% of the time; and winds of 20-33 knots from the NE and E at about the same frequency. Peak 10 second gust of 35-50 knots out of the SE are recorded almost yearly. Because of the protection on three sides, the winds themselves are not a hazard to the marina site, but wind driven waves must be considered.

Because of the NW-SE orientation of the South Bay, southeast storm winds with a twenty-five mile fetch, cause significant wave action with heights up to seven feet on the southerly side of Yerba Buena Island. While such wave trains do not directly enter the Treasure Island cove, they are refracted around the east point of Yerba Buena Island and enter headed westerly. These wave orthogonals strike the well laid riprap banks at about a forty-five degree angle and are reflected to a southerly direction resulting in what is best described as confused seas. The existing marina is affected by these waves and noticeable wave induced motion is felt at the pontoon barges which form the core of the marina and protect the small slips on the west side. Figure 2 illustrates this event.

BATHYMETRY:

The cove is oriented northeast-southwest and is about one-half of a mile long (see Figure 3). The opening at the northeast end is about 700 yards wide. The cove narrows to 400 yards on the southwesterly end where the marina is now located. Water depth in the cove is twenty to twenty-five feet MLLW on the Treasure Island side and fifteen feet on the Yerba Buena Island side. A large shoal covers the most protected area well inside extending 300 yards out from the Yerba Buena Cliffs. A shoal is developing in the entrance showing eight feet MLLW but reported to be even shallower in recent months. The cove has no official name but is known locally as "Skippers Cove".

NAVAL STATION TREASURE ISLAND ACTIVITIES

The Naval Station is headquarters for Commander Naval Base San Francisco, who is also Commander Service Squadron One. It is headquarters for the Naval Reserve Readiness Command Region XX and the 12th Marine Corps District. It supports the U. S. Naval Technical Training Center with its many diverse activities. It also supports the Naval and Marine Corps Reserve Training Center. Several Reserve Fleet frigates are home ported. There are large bachelor quarters for both officer and enlisted personnel. There are important numbers of military housing units on Treasure Island and adjoining Yerba Buena Island, and more are under construction.

In spite of the large population supported, there is a surplus of parking space. There is aggressive activity to expand the use of the personnel and recreational facilities. After a long term decline in the use of the Officer's Club, it is now relocated and renewed marketing is taking place. There is Command interest in the marina.

EXISTING MARINA FACILITIES

The Naval Station for many years has maintained a small marina, of about 100 berths, for the convenience of the active and retired military. For some years, the main thrust was to provide rental of small sail and power boats. In later years the berthing was expanded and low cost rentals offered to eligibles.

MARKET AREA AND FEE STRUCTURE

The Naval Station Treasure Island marina is situated close to the center of recreational boating activities in San Francisco Bay. For access by water it is almost unmatched. It is also centrally situated for access by auto. From the San Francisco side it is a toll-free drive of less than ten minutes from the downtown area. From the East Bay side the trip is a one dollar toll crossing. On weekend days the west bound traffic is light to moderate in contrast to the weekday commute traffic. From the vast urban area of the East Bay travel time is less than one hour on weekends for a radius of about forty miles.

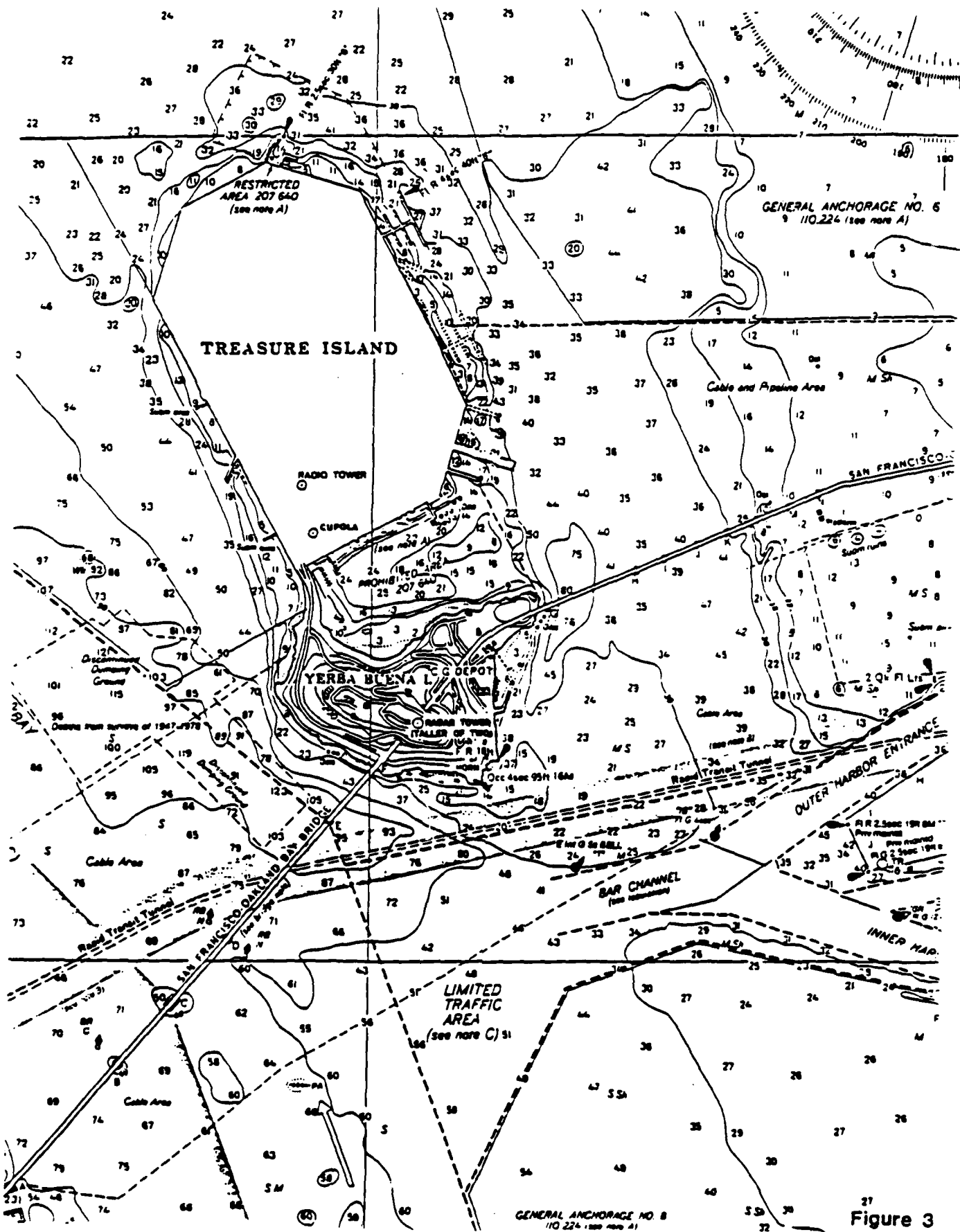


Figure 3

A disadvantage is the problem of getting onto the bridge when leaving the islands. The acceleration lanes in both direction are inadequate when traffic moves at fifty miles per hour or faster at all times. The move can be dangerous. This disadvantage may be offset in the minds of some by the excellent water area accessibility.

Because of its location, the present marina gangways are outside the base security gate and thus accessible to all. This works in favor of the Treasure Island Yacht Club in exchange cruises with other Bay Area clubs. Despite the surplus of parking on the station, marina parking outside the security gate is somewhat limited.

Today there is an impressive waiting list for slip sizes 30 feet and longer; this is generally not true for public marinas around the Bay. However, there is some distortion to be reckoned with. The present distribution of slip sizes is skewed in the direction of the smaller, 24 foot slips.

It is to be further observed that the boats of the present marina tenants tend to be less than "Bristol Fashion" yachts. As a group, these boats do not compare with those found in the more popular marinas in Sausalito, San Francisco, Alameda and Richmond. To say it differently, there is less affluence among the military community than among the larger boating public.

Approximately half of the present tenants at the Treasure Island Marina are active duty and retired reserves. This group of potential clients obviously have more stability and seemingly greater financial resources. The Army Presidio Marina, the NAS Alameda marina, and more convenient public marinas share this reserve military market.

Rental rates are a modest \$4.00 per foot per month for berth or boat length, whichever is longer. Private marinas with similar accessibility to the Central Bay rent in the \$5.50 - \$7.00 range. The marina offers restrooms, electric power to each berth and convenient water hose bibs. The marina supports the Treasure Island Yacht Club, which is a recognized member of the Pacific Inter-Club Yacht Association of Northern California.

POTENTIAL FOR PRIVATIZATION

The existing 105 berth marina is of wood on styrofoam floatation. It is held by wooden holding piles. The electric conductors are in steel conduit mounted on the deck surface. Wash water is provided in 1 inch steel pipe, also mounted on the deck surface. While parts of the system need paint, the property is reasonably well maintained. It is important to note that newer marinas in San Francisco Bay are of foam filled concrete; few wood-on-foam marinas are being built.

Effective marina management requires an on-duty harbormaster during working hours at all times. Some form of security service is also necessary for safety as well as security of property. In addition attached maintenance personnel are needed to care for minor equipment and system failures, water and electricity, even though larger jobs are usually contracted out. In analyzing cost effectiveness in marina management, it is clear from the attached proforma, Annex A, that to support this labor cost a marina must be 200 berths or larger. The existing marina at 105 berths is a below marginal operation.

While the marina is well cared for, an evaluation of the material condition makes it clear that some deferred maintenance must be taken care of to make successful privatization possible.

Many holding piles are worm damaged. Others are badly abraided from lack of pile rollers or shoes. The number of piles may be inadequate; this should be evaluated.

Allow \$25,000.

There is no water service on the floats for fire protection. This should be provided to make liability insurance available to the private operator. Adequate water supply is available at the gangway locations.

Allow \$20,000.

The electrical service panel is not properly sized for the 30 amp service offered at each slip. Electrical problems have been minimal but in future, as demand increases, problems will develop. Allow \$75,000.

The large pontoon barges which are the core of the marina where the harbormaster and heads are located, are deteriorating. Remedial action is to fill the floatation tanks with polystyrene foam; according to the harbormaster this is estimated to cost about \$100,000.

The block foam floatation under the headwalks and fingers is deteriorating in places. In some places the headwalks need additional foam for leveling. Allow \$10,000.

POTENTIAL FOR MARINA EXPANSION

From the easterly side of the present marina for a distance of 1,600 feet along the shoreline is open water area. Backing this waterfront are large open spaces suitable for parking and other marina uses. This area is potential for marina expansion.

Several conflicting uses exist. Six hundred feet beyond the present marina there is a skeet range, named for RADM Leo McCudden. It is used on Saturday mornings by a dedicated few sportsmen. This facility is easily moved and a relocation site can be found.

Next along, at 800 feet, is the edge of the safety zone for the small arms magazine, Building 454. (See accompanying drawings). This facility is not easily moved, but as the safety arc is but 100 feet a new marina could be made to conform.

Beyond Building 454 is located a reserve unit which requires access to the water for amphibious exercises. Their space includes a concrete ramp into the water. As it appears that up to 500 new berths can be accommodated without infringing on this reserve activity, we assume that an area 900 feet along the shore is available for planning purposes.

Existing utility services are important for marina expansion. The Development Plan drawings show the location of existing utility lines. Potable water and Fire protection water are now separate but soon to be combined. Fire service lines are convenient along the waterfront. Primary electrical underground service is available 60 feet back of the shoreline. However, no suitable transformer and service section is available and would thus be part of any expansion project. A sanitary sewer manhole is in place on the southeast corner of Building 180. Service is also available at Building 2, but appears to be at shallower depth. These may be too distant from a new harbor master building and careful analysis is needed for the final location of new head facilities.

MARINA DESIGN CONSIDERATIONS

It is clear that the Naval Station Treasure Island has appropriate water area and shoreside space for expansion of the marina. It is also clear that some expansion is needed to make privatization feasible. We must examine several design considerations in choosing an appropriate design solution. These include: marketability and fee structure; slip sizes and distribution; general arrangement and orientation; parking considerations; availability of utility services ashore; type and location of supporting facilities; and additional development features to satisfy the consistency determination with other federal and state agencies.

NAVAL STATION MARKET AND FEE STRUCTURE

As we have seen, the Naval Station Treasure Island marina is situated close to the center of recreational boating activities in San Francisco Bay. For convenient access by water it is almost unmatched, and thus should prove attractive to a member of the yachting public. It is also centrally situated for access by auto.

The market question must also address client limitations that may be imposed. If the marina continues to be restricted to active, retired, and reserves there is an upper limit to the client base.

From interviews with a number of active duty and retired military some inferences may be drawn. Few active duty military burden themselves with yacht ownership. Among regular retirees there is not a strong ownership group because of generally limited financial

resources, except for those who are engaged in a profitable second career, and here time availability is somewhat limiting. While the desire is strong, accomplishing boat ownership is another matter. As a substitute, boat rental is popular. As we know, about half of the present tenants at the marina are active duty and retired reserves. This group of potential clients obviously have more stability and seemingly greater financial resources than the regulars.

In the greater Bay Area, nine counties, with a population of over four million there are now about 22,000 boats kept in the water; about one person in 200 are boat owners. The number 22,000 results from an update of a 1983 study of water stored recreational boats by Kirkland Engineering, Inc. In this study all known public and private marinas were solicited for details of berthing offered, rental rates, services offered and waiting list practice. Those who didn't respond were sent a computer printed report of our estimate of the facility made from aerial photos or personal visits, mostly by boat. We had about 95% response. We filled in the remainder from the aerial reconnaissance photos which we had specially flown. From the photos we also counted individual private berthing, to include in the total count. The resulting totals were then compared with computer files from the Department of Motor Vehicles for registered recreational boats 24 feet and longer.

Affluence is key to the population/boat ratio. If there are 50,000 eligible military regular, reserve, active and retired, with affluence matching the general population there would be about 250 owned boats. The Army Presidio Marina, the NAS Alameda marina, and convenient public marinas share this military market.

We must conclude that if the client base remains military, expansion possibilities are limited to about 100 additional berths.

The client base may be expanded to include government civilian employees. This has been done to keep the military clubs in operation; but not very successfully. To go beyond this to include the general public may be impractical given the purpose of a non-appropriated fund activity.

A new, first-class marina in Skipper's Cove should command fees in the range of \$6.00 - \$7.00. A 33% discount for eligible military would seem appropriate for planning purposes.

SLIP SIZES AND DISTRIBUTION

In the present marina, half of the slips are in 20 and 24 foot lengths. These slips are fully used. A waiting list is in place for larger slips. The Harbormaster has recommended that nothing shorter than 32 foot slips be built in an expansion project.

In my experience in marina design since 1967, I have seen 24 foot and shorter slips disappear from new construction in the Bay. (They are still popular in the Delta and on lakes). On the other hand, the popularity of 28 foot slips has held, in spite of some softness

at times. There are other harbor masters like Jess Burch, who believe they should stay only with larger berthing, but I do not agree completely. There are many boats 28 feet and smaller in the Bay waters. The military clients obviously have, in about half of the ownerships, shown a preference for 24 foot slips. I am therefore proposing that about 15% of the total new berthing be 24 feet long and about 26% be 28 feet.

The recommended sizes are in four foot increments, 24, 28, 32, 36, 44, and 48. There are two reasons for this: mill run lumber is cut in four foot increments; there is less waste than for 25, 30 and 35 foot berths. Secondly, there are more slip sizes to offer the customer. Like size, slips are grouped not by headwalk, but by fairway approach lanes. Thirty-two foot slips back into a fairway from both sides, for example. This sets the fairway for the backing distance required from both sides, rather than just the longer side and makes best use of the water area.

The distribution favors 32 and 36 foot slips. The 48 footers are set to back into the same water as the existing 50 foot slips, since we have to allow for that anyway. The 44 foot slips are along the east end to absorb the storm wave action.

GENERAL ARRANGEMENT AND ORIENTATION

Two alternative general arrangements are provided, yet both are alike in slip sizes and distribution. In one case slips are left out to avoid the safety zone near the small arms magazine. This also shows a paired grouping of headwalks sharing one gangway.

Note that the headwalks are about 500 feet long. There are reasons for this. California Department of Boating and Waterways has planning guides for marinas. While these are not considered regulations in California, they none-the-less provide some guidance. The advice is that the farthest berth should be not more than 600 feet from the shore end of the gangway. In my experience this is reasonable; a longer hike is not attractive to persons who always seem to carry something to their boat, and their trash back.

Another reason is the sizing of utility lines. Electrical service conductors in runs longer than 500 feet generally are larger, cost more, and need larger conduit than otherwise. Water service for fire hose cabinets are interpreted by most Fire Marshals to need delivery volume of 50 gallons per minute from each of two hoses farthest from the gangway, with a residual pressure of 50 psi. To meet this criteria requires 3 inch pipe in the first part of the run. There is no room for 4 inch water mains under the docks.

The orientation of the proposed expanded marina is the same as the existing. Since the prevailing wind is out of the west we orient the slips into the wind, and down wind. Cross wind slips are not favored by the boating community because of difficulty in maneuvering into and out of them. If there is no alternative, slips should be wider to minimize damage from boats setting to leeward.

We have added another feature because of the orientation. Slips to be entered down-wind are wider than those entered into the wind. It is quite easy to use an into-the-wind slip in and out. It takes more skill for the opposite wind, and thus greater width is provided.

The slip widths are not arbitrary. They are based on a study engaged by my firm with Buc International, publishers of books listing used boat selling prices. Their computer file contains the dimensions of some 8,000 boat models. In a regression analysis we clearly see three groupings: the narrow beams are sail boats; intermediate beam widths include some sail boats and most power cruisers; and the trawlers have the widest. This is true for all boat lengths. For ease in construction I set three dimensions, to the nearest one-half foot for each slip width. The narrow slips enter facing the wind, the wider slips are opposite, some of each are adjusted to the intermediate width to balance the total to the same headwalk length.

Next we consider backing distance. Some designers favor twice the slip length; CalBoating suggests 1.75 times slip length. I have designed about 3,000 berths with most backing distances equal to 1.5 times slip length. There have been no complaints to my knowledge, and one benefits by more efficient use of the water area.

AUTO PARKING

There is ample space for marina parking inside the security gate of the Naval Station. Ordinarily, the most distant parking stall should be not more than 600 feet from the gangway. Conventional wisdom found in most Bay Area community Zoning Ordinances calls for one parking place for every two boats. Weekday usage should not conflict with regular Base functions. It is my observation that even with the reserve units drilling on weekends, parking will be available. The main lot is paved, but needs some repair work and should be restriped to modern standard aisle width with a mix of full size and compact autos. Landscaping within the greenspace areas shown along the waterfront and some in the parking lot are needed to satisfy the Consistency Determination, discussed later.

This inside parking solution raises the question of overall base security. It is the advice of the Staff Civil Engineer that all marina parking be inside and that the marina, opened to civilians, have some pass accommodation set up. This would mean adjusting the existing marina security boundary to the end that all marina facilities would be on the same side of security. While I do not disagree with the recommendation, it seems likely that on occasion there will be delays at the main gate which will serve to discourage civilian use of the marina. The alternative is to fence between marina parking and the base activity parking. The disadvantage here is that more fence line is made available for anti-military demonstrations and thus base security forces are more burdened.

UTILITY SERVICES

Existing utility services are available for marina expansion. The Development Plan drawings show the location of existing utility lines. Potable water and Fire protection water are now separate but soon to be combined. Fire service lines are convenient along the waterfront. Primary electrical underground service is available sixty feet back of the shoreline. However, no suitable transformer and service section is available and would thus be part of any expansion project. A sanitary sewer manhole is in place on the southeast corner of Building 180. Service is also available at Building 2, but appears to be at shallower depth. These may be too distant from a new harbormaster building and careful analysis is needed for the final location of new head facilities.

SUPPORT FACILITIES

A variety of support facilities need consideration for marina expansion planning. We take these in order for brief analysis.

Fuel Service: This is often suggested as a useful revenue source for marinas. It is not so for marinas favoring sailboats, such as the Treasure Island facility. My own 44 foot sloop, with a fifty horsepower diesel, uses less than 50 gallons per year. In contrast a 42 foot Grand Banks trawler uses about 1.5 gph. In a two week cruise into the Delta I might use 10 gallons, the Grand Banks 40. The 300 potential sailboats will power very little because of closeness to sailing waters and may on average use 25 gallons per year, a total of 7,500. Two hundred power boats making one 10 hour trip every two weeks for 20 weekends a year will use 30,000 gallons. The 37,500 gallons per year sold about equals what is sold per month in the busiest waterside fuel stations. However, if the harbormaster crew can pump fuel as extra duty, and 10 cents per gallon earned, the \$3,750 may be useful. In addition, the Naval Station has the advantage of providing and controlling the fuel. Underground tanks are used nearby for fueling Navy vehicles. Pumps added to this source and metered can control the use. The environmental protection requirements must be met in any event.

Food Service: There are several food service facilities on Treasure Island. The three service clubs and the Navy Exchange cafeteria are all required to be self-supporting, and this is difficult. In a brief survey of food service places at the Station on a Saturday it was clear that patronage was low.

In San Francisco Bay I have no examples of successful food service at public marinas, where only "home ported" marina tenants are served. Transient yachtsmen cruising point-to-point often depend upon marina food service facilities in other parts of the country. This cruising activity is less common in the Bay Area.

Some marinas share parking lots with restaurants, and some with Yacht Clubs. Clearly, none of these food operations survive on marina traffic. However, in a privatization situation it may be

appropriate to allow food service at the marina. At Treasure Island an alternative is to encourage marina tenants and visiting yachtsmen to use the Officers' Club, which is within walking distance. This extension of guest privileges is a Command prerogative.

Chandlery Sales: There is hardly a public marina on the Bay which has a full service chandlery on site or within walking distance. Such chandleries need an extensive, high-cost inventory, to serve a wide retail market. At the local level offering special orders for berthers is not very successful simply because berthers have mail order opportunities offered by many sources. In some marinas the harbor master, having suitable space available, may offer a limited line of fasteners, cordage, small accessories and minor equipment for his tenants. On a relative small scale volume of \$2,000 per month about \$700 in gross profit may be realized. To opt for more than this must assume an inventory carrying cost that can deny any return on even the space used.

Repair Facilities: A full service repair facility requires a large investment in equipment and facilities. A simple hoist with some dollies for moving small boats seems very reasonable, until some berther tries to lift a boat too large for the crane. It can be dangerous business once the hoist exceeds one ton, and where yacht clubs and some marinas offer larger, up to 5 tons, these are usually operated under supervision. To accommodate the boat sizes planned a travel lift with its special dock would be needed. The lift will cost about \$30,000 and the dock about \$20,000. At \$3 per foot per lift, if every boat in the harbor were lifted the gross revenue would be \$48,000 per year. Since less than half of berthed boats would be hauled each year, the gross revenue would just cover the labor cost and a five year amortization for the equipment.

In this environment most of the work on docking would be done by the owner. This includes replacing zincs, sanding and painting. There is little opportunity for revenue and a serious liability for environmental damage. Bottom paint on recreational boats is suspected of being a major source of toxic material, particularly where tributyl tin is used. Growing concern is resulting in regulations based on the Clean Water Act.

For other types of boat maintenance special skills are needed. Good mechanics are not always available, even to the larger yacht yards. Popular public yard facilities are found: three in Sausalito, three in Alameda, two in Oakland, one each in Richmond, San Rafael and San Leandro, and others in San Francisco.

There is a possibility of developing a small marine service facility for engine and mechanical service, electronics, carpentry, painting and canvas work if interested mechanics can be found among retired military personnel. This is a possibility that has had limited success at NAS Alameda. It is difficult to evaluate any financial return from such services. The return may not justify the liability; allowing personalized service without sponsoring it may be a better solution.

Launching Ramp: Over 80% of the boat ownership in the Bay Area counties is of small trailer stored boats. It is probable that good use could be made of a launching ramp with near-by parking for vehicles and boat trailers, even if this ratio does not hold for the military.

There is a concrete launching ramp in the restricted area east of the proposed marina limits. This ramp serves specialized requirements of amphibious vehicles used in readiness training exercises. It is not likely suitable for joint use by small boat owners because of conflicting weekend priority utilization and no suitable parking area for the boat trailers.

Free of charge, state financed launching ramps are common and well located around San Francisco Bay. In other places where a fee is charged it is frequently for the parking access rather than use of the launching ramp.

A single lane ramp, 15 feet wide, can handle up to 50 launchings and retrievals per day. The marginal cost for a second lane suggests that two be planned if a project is contemplated. Preferred ramp slope is 12%; 15% is maximum. With the water depths as given in the immediate offshore, the ramp must be about 110 feet long; about 40 feet of this would be behind the top of bank. There is room for such a facility in Scheme B between the easterly gangway and the armory. A launching fee of \$2.00 would be reasonable for this location, administered by the Harbor master.

Fishing, rather than water skiing, is the principal use of launch ramps in San Francisco Bay. This activity is more evenly spread throughout the week than other recreational boating. Two ramps in Alameda each appear to have a utilization of about 50 launchings per week.

Cost to construct, including boarding floats, but not parking, is estimated at \$175,000.

MARINA EXPANSION PROJECT

Accompanying this report are two preliminary general plans showing as Scheme A a marina of 496 berths plus side ties with indication of phasing. Scheme B is provided to show the effect of avoiding the danger zone around the small arms magazine. This plan also breaks the marginal walk as an economy move, however it is offset by the extra gangway required.

For each of the design Schemes there is attached a preliminary design plan and cost estimate. Note the identification on each page of the cost estimate. There is no cost of dredging or breakwater, and the landside facility cost is minimized by the existance of most of the required infrastructure. As a consequence this should be a very cost effective project, at any level of expansion.

OUTLINE SPECIFICATIONS

The final attachment to the report is a set of outline specifications which I have taken from my standard design specifications. These explain in some detail how the proposed project should be designed.

CONSISTENCY DETERMINATION

Federal agencies proposing construction and maintenance in coastal zones of the U.S. are required to determine that such proposed work is consistent with the local Coastal Zone Management Program. There are two agencies that must review the Naval Station Treasure Island consistency determination: the U. S. Army, Corps of Engineers, San Francisco Division, and the San Francisco Bay Conservation and Development Commission, the local coastal zone manager.

The proposed marina use is in accord with the state laws governing water side construction in San Francisco Bay. The Bay Commission will expect to see open access along the shoreline for the benefit of the public who are eligible users of the Naval Station. There should be no expectation that the Bay Commission wishes to force the admission of the general public on the Naval Station property.

It is my belief, based on other experience in this matter, that an Environmental Impact Statement is not needed. In particular, the absence of dredging eliminates the need for compliance with the Clean Water Act and thus a permit from the Bay Conservation Commission.

JOB: Naval Station Treasure Island, Scheme A
 Square to shoreline with perpendicular headwalls

BERTHING CALCULATIONS

BERTH LENGTHS	NUMBER OF BERTHS									TOTALS
	DOCK A	DOCK B	DOCK C	DOCK D	DOCK E	DOCK F	DOCK G	DOCK H	HEAD WHK	
24				38	34					72 24' Berths
28			37	31	33	31				132 28' Berths
32		34	29			34	29			126 32' Berths
36	32	27					32	28		119 36' Berths
40										0 40' Berths
44								24		24 44' Berths
48	23									23 48' Berths
										0' Berths
SUBTOTALS	55	61	66	69	67	65	61	52	0	496 REG BERTHS
BERTH FT	2256	2060	1964	1780	1740	1956	2080	3216	0	17,052 BERTH FT.
SIDE TIES										
24	0	0	0	1	1	0	0	0	0	2 28' Ties
28	0	0	1	1	1	1	0	0	0	4 32' Ties
32	0	1	1	0	0	1	1	0	0	4 36' Ties
36	1	1	0	0	0	0	1	1	0	4 40' Ties
40	0	0	0	0	0	0	0	0	0	0 44' Ties
44	0	0	0	0	0	0	0	1	0	1 48' Ties
48	1	0	0	0	0	0	0	0	0	1 0' Ties
										0 0' Ties
SIDE TIES	2	2	2	2	2	2	2	2	0	16 SIDE TIES
TOTAL	57	63	68	71	69	67	63	54		512 TOTAL BERTHS
TOTAL										
BERTH FT	2340	2128	2024	1832	1792	2016	2148	3296		17,576 BERTH/FEET
										34.3 AVE

JOB: Naval Station Treasure Island, Scheme A
Square to shoreline with perpendicular headwalks

SQUARE FOOT CALCULATIONS:

	DOCK A	DOCK B	DOCK C	DOCK D	DOCK E	DOCK F	DOCK G	DOCK H	HEAD WALK	TOTALS
HEADWALKS:										
WIDTH	6	6	6	6	6	6	6	6	8	
LENGTH	499	493	503	499	498	498	498	507	896	4,891 LF Headwalk
SIZE OF LANDINGS										31,138 SF Headwalks 0 SF Landings
HDWK AREA	2994	2958	3018	2994	2988	2988	2988	3042	7168	31,138 SF Headwalk/Landings
FINGERS:										
LENGTH WIDTH										
24 3	0	0	0	37	33	0	0	0		70 24' Fingers
24 6	0	0	0	1	1	0	0	0		2 24' Fingers
28 3	0	0	36	30	32	30	0	0		128 28' Fingers
28 6	0	0	1	1	1	1	0	0		4 28' Fingers
32 3	0	33	28	0	0	33	28	0		122 32' Fingers
32 6	0	1	1	0	0	1	1	0		4 32' Fingers
36 3	31	26	0	0	0	0	31	27		115 36' Fingers
36 6	1	1	0	0	0	0	1	1		4 36' Fingers
40 4	0	0	0	0	0	0	0	0		0 40' Fingers
40 6	0	0	0	0	0	0	0	0		0 40' Fingers
44 4	0	0	0	0	0	0	0	23		23 44' Fingers
44 6	0	0	0	0	0	0	0	1		1 44' Fingers
48 4	22	0	0	0	0	0	0	0		22 48' Fingers
48 6	1	0	0	0	0	0	0	0		1 48' Fingers
TOTL FGRS	55	61	66	69	67	65	61	52		496 TOTAL FGRS
FGR AREA	8076	6384	6872	5496	5376	6848	6444	7444		51,340 SQ.FT.FGRS.
KNEES	1100	1220	1320	1380	1340	1300	1220	1040		9,920 Sq.Ft.Knees
TOTAL S.F.	12170	10562	10410	9870	9704	10336	10632	11326		92,398 TOTAL SQ.FT.

PROJECT FEATURES

Construction time, mos.	6
Construction yard area, NSF	20
Breakwater, fixed pile, LF	0
Dredging:	
Average depth of dredging in feet	0
Dredge spoil, MCY	0
Rip-rap bank slopes	0
Site utilities, LS	1000
Gatehouses	2
Bridges to gatehouses, LF	70
Parking stalls, 200 sf each, plus circulation	256
Landscaping, NSF	30

JOB: Naval Station Treasure Island, Scheme A
Square to shoreline with perpendicular headwalls

CONSTRUCTION COSTS:

ITEM:	UNIT	QNTY	UNIT COST EA	TOTAL
General				
Permit and plan check	SLP	0	0.50	00
Water meter fee, 1.5' connection	EA	0	1,600	0
Job temporary, power, toilets, phone, shack, etc	MO	6	390	2,340
Fence job site, chainlink 6'	LF	366	9.00	3,091
Cleanup, progressive and final	NSF	20	240	4,800
	SUBTOTAL			012,231
Site work:				
Demo waterfront structures	UNIT	25	1,000	25,000
Site grading	NSF	30	175	6,650
Bredging, on-site disposal	HCY	0	2000	0
Breakwater, coec cap, batter piles, 12' water	LF	0	1,050	0
Rip-rap bank slopes	LF	0	200	0
Marina site utilities, elec & wch, underground	LF	1,000	75	75,000
Adjust storm drainage	NSF	102	500	51,200
Repave parking lot, curbs and driveways, area lighting	SF	89,600	1.50	134,400
Landscaping	NSF	30	1,500	45,000
Harbormaster Building, with heads & showers	SF	900	125	112,500
Security fencing	LF	100	16	1,600
	SUBTOTAL			0451,350
Access items:				
Marina gatehouses, no piling, arch finish, 8x8	EA	2	7,200	14,400
Steel gangways, wood deck, pipe rail, 36' good detail.	EA	2	9,500	19,000
Marina electronic lock/security system	EA	2	2,700	5,400
Gatehouse bridges, steel WF, good detail, pipe railing.	LF	70	267	18,690
	SUBTOTAL			057,490
Marina:				
Marina berthing, concrete, 6'-8' bents, 3'-4' fingers	SF	92,398	20.00	1,847,960
Marina pilings, 35' ave lgth, no mobilization	EA	171	1,300	221,867
Mobilization, barge, crane, hammer w/standby crew	LSUM	1	14,000	14,000
Marina electrical, 300-500 service, per berth	EA BERT	312	875	440,000
Marina plumbing, fire & domestic water	EA BERT	312	300	153,600
	SUBTOTAL			02,683,427
TOTAL DIRECT:				3,204,498
ADD 10% O.N.				320,450
ADD 3% PROFIT				176,357
CONSTRUCTION TOTAL:				03,703,305
Add A&E @ 4%				148,140
Add Inspection @ 2%				74,070
PROJECT TOTAL				03,925,515

MARINA FINANCIAL DATA

JOB: Naval Station Treasure Island, Scheme B
 Square to shoreline with perpendicular headmills

BERTHING CALCULATIONS

NUMBER OF BERTHS

BERTH LENGTHS	DOCK A	DOCK B	DOCK C	DOCK D	DOCK E	DOCK F	DOCK G	DOCK H	HEAD WALK	TOTALS
24				38	34					72 24' Berths
28			37	31	33	31				132 28' Berths
32		34	29			29	25			117 32' Berths
34	32	27					28	24		111 34' Berths
40										0 40' Berths
44								21		21 44' Berths
48	23									23 48' Berths
										0' Berths
SUBTOTALS	35	61	66	69	67	60	53	45	0	476 REG BERTHS
BERTH FT	2256	2060	1944	1780	1740	1796	1808	1788	0	15,192 BERTH FT.
SIDE TIES										
24	0	0	0	1	1	0	0	0	0	2 28' Ties
28	0	0	1	1	1	1	0	0	0	4 32' Ties
32	0	1	1	0	0	1	1	0	0	4 34' Ties
34	1	1	0	0	0	0	1	1	0	4 40' Ties
40	0	0	0	0	0	0	0	0	0	0 44' Ties
44	0	0	0	0	0	0	0	1	0	1 48' Ties
48	1	0	0	0	0	0	0	0	0	1 0' Ties
										0 0' Ties
SIDE TIES	2	2	2	2	2	2	2	2	0	16 SIDE TIES
TOTAL	57	63	68	71	69	62	55	47		492 TOTAL BERTHS
TOTAL										
BERTH FT	2340	2128	2024	1832	1792	1856	1876	1848		15,716 BERTH/FEET
										31.9 AVE

JOB: Naval Station Treasure Island, Scheme B
Square to shoreline with perpendicular headwalks

SQUARE FOOT CALCULATIONS:

	DOCK A	DOCK B	DOCK C	DOCK D	DOCK E	DOCK F	DOCK G	DOCK H	HEAD WALK	TOTALS
HEADWALKS:										
WIDTH	6	6	6	6	6	6	6	6	8	
LENGTH	499	493	503	499	498	498	448	448	816	4,702 LF Headwalk
SIZE OF LANDINGS										29,844 SF Headwalks
										0 SF Landings
HDWK AREA	2994	2938	3018	2994	2988	2988	2688	2688	6528	29,844 SF Headwalk/Landings
FINGERS:										
LENGTH WIDTH										
24 3	0	0	0	37	33	0	0	0		70 24' Fingers
24 6	0	0	0	1	1	0	0	0		2 24' Fingers
28 3	0	0	36	30	32	30	0	0		128 28' Fingers
28 6	0	0	1	1	1	1	0	0		4 28' Fingers
32 3	0	33	28	0	0	28	24	0		113 32' Fingers
32 6	0	1	1	0	0	1	1	0		4 32' Fingers
36 3	31	26	0	0	0	0	27	23		107 36' Fingers
36 6	1	1	0	0	0	0	1	1		4 36' Fingers
40 4	0	0	0	0	0	0	0	0		0 40' Fingers
40 6	0	0	0	0	0	0	0	0		0 40' Fingers
44 4	0	0	0	0	0	0	0	20		20 44' Fingers
44 6	0	0	0	0	0	0	0	1		1 44' Fingers
48 4	22	0	0	0	0	0	0	0		22 48' Fingers
48 6	1	0	0	0	0	0	0	0		1 48' Fingers
TOTL FGRS	33	61	66	69	67	60	38	45		476 TOTAL FGRS
FGR AREA	8076	6384	6072	5496	5376	5568	5628	6484		49,084 SQ.FT.FGRS.
KNEES	1100	1220	1320	1380	1340	1200	1060	900		9,320 Sq.Ft.Knees
TOTAL S.F.	12170	10562	10410	9870	9704	9756	9376	10072		88,448 TOTAL SQ.FT.

PROJECT FEATURES

Construction time, mos.	6
Construction yard area, MSF	20
Breastwater, fixed pile, LF	0
Dredging:	
Average depth of dredging in feet	0
Dredge spoil, MCY	0
Rip-rap bank slopes	0
Site utilities, LS	1000
Gatehouses	2
Bridges to gatehouses, LF	70
Parking stalls, 200 sf each, plus circulation	246
Landscaping, MSF	30

JOB: Naval Station Treasure Island, Scheme B
Square to shoreline with perpendicular headwalks

CONSTRUCTION COSTS:

ITEM:	UNIT	QNTY	UNIT COST EA	TOTAL
General				
Permit and plan check	SLP	0	0.50	00
Water meter fee, 1.5' connection	EA	0	1,600	0
Job temporary, power, toilets, phone, shack, etc	NO	4	570	2,340
Fence job site, chainlink 4'	LF	546	9.00	5,091
Cleanup, progressive and final	MSF	20	240	4,800
	SUBTOTAL			912,231
Site work:				
Demo waterfront structures	UNIT	25	1,000	25,000
Site grading	MSF	30	175	6,650
Bridging, on-site disposal	NCY	0	2000	0
Breakwater, conc cap, batter piles, 12' water	LF	0	1,850	0
Rip-rap bank slopes	LF	0	200	0
Marina site utilities, elec & each, underground	LF	1,000	75	75,000
Adjust storm drainage	MSF	90	500	49,200
Repave parking lot, curbs and driveways, area lighting	SF	84,100	1.50	129,150
Landscaping	MSF	30	1,500	45,000
Harbormaster Building, with heads & showers	SF	900	125	112,500
Security fencing	LF	100	16	1,600
	SUBTOTAL			9444,100
Access items:				
Marina gatehouses, no piling, arch finish, 8x8	EA	2	7,200	14,400
Steel gangways, wood deck, pipe rail, 34' good detail.	EA	2	9,500	19,000
Marina electronic lock/security system	EA	2	2,700	5,400
Gatehouse bridges, steel WF, good detail, pipe railing.	LF	70	267	18,690
	SUBTOTAL			657,490
Marina:				
Marina berthing, concrete, 6'-8' bunks, 3'-4' fingers	SF	88,440	20.00	1,768,960
Marina pilings, 55' ave lgh, no mobilization	EA	164	1,300	213,200
Mobilization, barge, crane, barge w/standby crew	LSUM	1	14,000	14,000
Marina electrical, 30A-50A service, per berth	EA BERT	492	875	430,300
Marina plumbing, fire & domestic water	EA BERT	492	300	147,600
	SUBTOTAL			62,574,260
TOTAL DIRECT:				3,000,001
ADD 10% O.M.				300,000
ADD 5% PROFIT				169,844
CONSTRUCTION TOTAL:				63,364,734
Add ASE @ 4%				142,649
Add Inspection @ 2%				71,323
PROJECT TOTAL				63,700,730

MARINA FINANCIAL DATA

KIRKLAND ENGINEERING, INC.
2000 SANTA CLARA AVENUE
ALAMEDA, CALIFORNIA 94501
(415) 521-1600

OUTLINE SPECIFICATIONS FOR MARINA CONSTRUCTION

GENERAL NOTES:

PERMITS required from Federal, State, and Local agencies must be in hand for work in or along navigable waters of the United States before any demolition, dredging or construction is started.

BUILDING PERMITS normally obtained by the Contractor are not to be confused with the Regulatory Agency Permits.

GRADES for marina construction are normally based upon Mean Lower Low Water equals zero in tidewater and Low Lake Level in freshwater lakes. Necessary Bench Marks and control point Monuments are the responsibility of the Owner.

LOCAL AUTHORITY specifications and special conditions are always complied with. The local building official is notified 24 hours before performing work requiring inspection.

SHOP DRAWINGS required of Contractor must be approved by the Owner before any fabrication is started. Shop drawings are not change orders to the contract.

Upon completion of work the Contractor is required to leave the jobsite CLEAN OF ALL WASTE, DEBRIS, UNUSED MATERIALS AND TEMPORARY FACILITIES, and to DISPOSE of any material in accordance with Federal, State and Local regulations.

GUARANTEE AND WARRANTY of all materials and workmanship for specified periods must be delivered at closeout by Contractor. Ordinarily these are:

Floats and pilings:	24 MONTHS
All others:	12 MONTHS

GENERAL SPECIFICATIONS:

STANDARD CONCRETE shall weigh 155#/cf, Portland cement from one manufacturer used, have 4000 psi minimum compressive strength at 28 days, and have three to three and a half inches of slump.

LIGHTWEIGHT CONCRETE shall weight not over 120#/cf using lightweight aggregate with maximum size of 3/8". The standard concrete specifications apply for all other features.

A QUALITY CONTROL plan for the casting of concrete must be in place using an INDEPENDENT TESTING LABORATORY to cast and test cylinders.

CONCRETE FORMS may be of either wood or steel of sufficient strength to

resist movement during placement, and must be left in place at least 24 hours after final placement of concrete.

PLASTIC COATED REINFORCING BARS used for reinforcing will be deformed steel, ASTM A615-grade 40, and must be free from rust, scale, paint, or contamination of any kind before coating with Scotchkote 213 Fusion Bonded Epoxy.

CONCRETE will be placed as near as possible to final position to avoid segregation and flowing. Retempered or contaminated concrete cannot be used. The entire placement must be done at one time to insure a monolithic cast with no cold joints in any part. The top surface of concrete floats or concrete decking on other types of floats shall have a screed finish applied with a steel troweled edge border.

LUMBER shall be DF #1 grade, pressure treated with waterborne inorganic salts per AWPA C-18 specification, incised on wide sides only in order to control checking.

GLU-LAMINATED BEAMS shall be fabricated in accordance with UBC requirements and shall be fabricated by a member of the AITC.

FASTENERS for wood, where bolts are not required, must be stainless steel ring-shanked nails.

ALL METAL AND HARDWARE used in construction, of every kind except stainless steel and epoxy coated rebar, must be HOT DIP GALVANIZED FOR MARINE USE and true to dimensions. Split rings and shear plates or plate washers, as called for on the drawings, shall be used with all nuts and bolts bearing on wood surfaces.

POLYSTYRENE shall have a unit weight of between 0.9 and 1.3 #/cf, water absorption must not exceed 0.1 #/cf in 48 hours at a 10' head. All components and materials must be NEW.

FLOATING DOCK SYSTEMS

CONCRETE floating dock systems shall be of polystyrene foam fully enclosed in lightweight concrete, and shall have a DESIGN LIFE of not less than 20 years. REINFORCING shall be 2" x 2" 14/14 grade welded wire mesh, ASTM A185. PVC tubing for through rods or post tensioning shall be placed with a tolerance of + or - 1/8".

WOODEN floating dock systems will consist of dimensional lumber or Glu-Laminated beams pressure treated with ammoniacal copper arsenite (ACA), chromated copper arsenate (CCA) or pentachlorophenol as appropriate in accordance with AWPA Standard MP4, and as described above in the General Conditions, assembled in a rigid frame and mounted on floatation units. The FLOATATION units must be assembled from Polyethylene or Fibreglass tubs designed to resist impact, petroleum products and marine borers, and contain polystyrene foam which completely fills the tub void space as described for concrete floats, completely encased and protected within the tubs. The entire WOOD dock system must have a design life of 20 years and conform to the practices of Chapter 25 UBC. Finger floats less than 6 feet wide will be stabilized with torsion bars, or with a suitably designed

rigid box frame to prevent twisting or rotation from off center loading.

FREEBOARD of the dock system under dead load, which includes all utilities in place and fully operational, shall be not less than 15" after launching and not less than 14" after 6 months in salt water. Freeboard under live load of 20#/sf shall not be less than 11 inches after six months in salt water.

OPERATING LIMITS of the float systems must resist a concentrated vertical **LIVE LOAD** of 1000 pounds at any location with an **ANGULAR TWIST** of not more than 5 degrees due to off-center placement, and must resist an **IMPACT LOAD** equal to four times the square of the finger length in feet (4xLxL) at the headfloat in a finger slip.

UTILITY BRACKETS supporting utility runs alongside concrete floats must be installed on the structural waler before the fascia board is installed. Electrical and telephone **CONDUIT SLEEVES** cast into floats shall be 4" diameter PVC, Schedule 120, cast with a tolerance of + or - 1/8" to dimensions and cast so that water cannot penetrate into the foam core. In **WOODEN** float systems there must be adequate space between the deck framing and the tops of the floatation units to accommodate 3 inch PVC conduit, couplings and related junction boxes, and conduit must not penetrate any of the structural members of the framing system.

JUNCTION PULLBOXES cast into concrete floats or installed in wooden floats will be Associated 104-1730, or equal, of not less than 11" in depth. Covers in place shall be within + or - 1/4" of the deck surface to minimize the stumble hazard, and be permanently marked "E" or "T".

STRINGERS, WALERS AND FACERS used in the assembly shall be #1 or better, Douglas Fir, surfaced 4 sides, and pressure treated as shown in general specifications for lumber. There shall be not less than two longitudinal timbers on each side of all floats. Butt joints in the stringer and facer timbers shall be centered on floats and are limited to one joint per float side. Where Glu-Lams are used they may be installed as single longitudinal members provided they extend the full length of floating finger units. Spliced-Glu Lam beams on headwalks and marginal walks must meet special conditions for strength and rigidity.

PAINTING (Optional) of wood shall be with undercoat and finish coat of dock enamel, Z-Spar Brolite Moontide Dock Paint or equal, color to be selected, prior to installing vinyl bumper strip.

OPEN AREAS at knees and finger ends shall be covered with a 3/4" marine grade medium density overlaid plywood (MDO) panel treated with pentachlorophenol. 1" plywood for heavy-duty system areas will be used. The panels shall be set flush with the deck, fastened with 2" #14 stainless steel screws, and surfaced with two coats of polyvinyl non-skid epoxy paint. All edges of plywood shall be treated with clear polyurethane resin, Imperial Paint Company ED-3 or approved equal. Screws shall not be hammered in.

PILE GUIDES in knees, finger ends, and outside the wales will be constructed with 4 rollers. Guides in heavy duty areas will have welded steel

reinforcement. Pile rollers shall be of ultra high molecular weight (UHMW) polyethylene fabricated for the purpose intended on stainless steel shafts mounted in HDG welded brackets.

HEAVYWEIGHT CONCRETE FLOAT SYSTEMS, where called for in the plans, shall have thicker walking surfaces, larger diameter through rods, and heavier stringers and walers than the Standard.

MARINA PILING:

CONCRETE HOLDING PILES for the floating docks shall be of the following standard:

SIZE	STRANDS
12" x 12"	6 @ 7/16"
14" x 14"	6 @ 1/2"
16" x 16"	9 @ 1/2"
18" x 18"	11 @ 1/2"

PILES must be placed within + or - 0.1 foot and set square with the float system. Cut-off elevation is calculated from MLLW and consists of maximum tidal range for the location, plus NOA estimated super elevation, plus Float system freeboard, plus factor of safety of 2 feet, and shall be + or - 0.1 foot of elevation required. Maximum batter allowed is 0.1 foot in 10 feet of pile length.

PILE FINISH shall be steel trowel finish on four sides and no fins for the top 20 feet of the pile. Piles shall be capped with fibreglass peaked caps.

WOOD HOLDING PILES for floating docks, when approved, shall be C-3 dual treatment per spec AWWA C-18.

FLOATING DOCK ACCESSORIES:

LOCKER BOXES shall be of moulded fibreglass designed to accept utilities, Stockland Company Mark IA, or equal. Installation shall be with lag bolts and large washers, hot dip galvanized and lubricated before installation.

MOORING CLEATS shall be provided and installed on finger floats, six per berth, with additional cleats installed in other usable boat mooring locations. Cleats shall be of ductile iron casting, Hot Dip Galvanized. Cleats shall be installed centered on the waler, with bolt head up and a rectangular 1/4" backing plate behind all nuts. Bolts shall be hex headed and hot dip galvanized, of SAE Grade 3 medium carbon steel, or SAE Grade 5, ASTM-A-325 quenched and tempered steel bolts, with a proof load of 85,000 psi.

Berth size:	Cleat length	Bolt Size	Backing Plate
under 30'	10"	3/8	1-1/4" x 1-1/2"
36' to 40'	12"	3/8"	1-1/4" x 1-1/2"
41' & over	14"	1/2"	1-1/4" x 1-1/2"

DOCK BUMPER STRIPS shall be extruded from non-yellowing marine grade vinyl, CS230-60 Henderson Marine Supply item No. 302 or approved equal,

installed continuously. Corner dock bumpers shall be Henderson Marine Supply #304 or approved equal. Bumpers shall be attached with 1-1/2" ALUMINUM roofing nails, Federal Specification FF-N-105, at 3 inches on center along the top and 9 inches on center along bottom of strips. For slips longer than 48 feet and side ties longer than 40 feet bumper strips shall be Heavy Duty Utility fender strip, D shape, Henderson Marine Supply Item 3000, or equal, screwed in place using #10 SS oval top wood screws, 1-1/2 inches long.

GANGWAY, RAMP AND GATEHOUSE CONSTRUCTION:

STEEL BEAMS, BEAM SADDLES and other metal shall be HOT DIP GALVANIZED. Beams shall be undercoated and then painted with flat epoxy paint as per manufacturer's recommendations.

STEEL PIPING for handrails shall be hot dip galvanized and spray painted with hard high-gloss linear polyurethane paint, Z-Spar by Koppers or approved equal, after undercoating with vinyl wash primer as recommended by manufacturer.

WOOD DECKING FOR GANGWAY, RAMP AND GATEHOUSE FLOOR shall be 3/4" marine grade MDO plywood, surfaced with two coats of polyvinyl grey epoxy paint. All edges shall be treated with clear polyurethane resin, and then painted to match surface of plywood.

DECK COVERING of Treadmaster "M" Anti-Slip, or approved equal, shall be installed on top surface of plywood decking. Application shall be with a good quality two-part marine epoxy. The decking shall be fastened to joists with stainless steel.

ROLLERS FOR GANGWAY shall be self-lubricating, oil retaining wheels with bearings and solid rubber tires.

METAL SLIDERS are to be installed at the foot of the gangway to support the steel apron, consisting of four HD galvanized steel strips 1/4" x 3" wide, held by flat head stainless bolts set in the float deck. Sliders and apron to be protected with a rub strip between the metals made of a 3" strip of UHMW polyethylene.

STEEL APRON on end of gangway shall be hot dip galvanized, painted to match gangway deck and Treadmaster "M" decking applied as described for the gangway, above.

WOOD FOR FRAMING gatehouse shall be construction grade. Gatehouse construction is intended to be conventional wood frame in accordance with UBC requirements.

ROOFING MATERIALS shall be standing seam steel roofing, from ASC Pacific, Inc., or approved equal.

FINISHES, exterior and interior, for gatehouse shall be of appropriate exterior Olympic stain, opaque.

METAL GATE inside gatehouse shall be constructed of welded steel, hot dip galvanized after assembly, and painted with same finish used on steel pipe handrails.

HARDWARE for handle and door closure and lock system shall be Schlage #C90 PD Luna Style 626 finish with 2-3/4" backset. Door closer shall be installed on gate. All hardware shall be stainless steel.

MECHANICAL:

SHORESIDE WATER LINES are included in marina project and extend to and connect to the water meter. Water service will be protected with a REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER, in accord with requirements and specifications of the Utility District and the municipality having jurisdiction. FIRE PUMP RISER and VALVE are to be approved by the local Fire Marshall before installation.

PIPING UNDER BRIDGES, GANGWAYS AND LEADING TO FLEXIBLE HOSE AT DOCKS shall be galvanized steel schedule 40, or hard drawn copper Type L.

WATER PIPING UNDERGROUND AND IN THE FLOATING DOCK SYSTEM shall meet the following requirements:

1. PVC Schedule 40 type I shall be used up to pipe size 1 1/2" and Class 315 for pipe sizes 2" and larger. Pipe shall be installed in accordance with IAMPO.
2. Pipe hangers shall be installed on both sides of headwalk floats under the wales using stainless steel nails. In some places electrical conduit must be supported by the same hangers. Coordination with the electrical contractor is required.
3. Any plastic pipe exposed to sunlight shall be wrapped with at least 10 mil tape. Pipe covered by floating dock system does not need wrapping, and no plastic pipe shall be installed where exposure to physical damage can occur.
4. Water lines terminating at 90 degree angles or "T's" must be properly strapped to prevent breakage from 150 pound pressure water hammer.
5. Any threaded connection between PVC and threaded metal pipe shall be made with the male threaded part PVC and the female coupling of metal.

FIRE HOSE CABINETS shall be of impact resistant molded fiberglass not less than 4 feet high, with fade-resistant bright color, red or yellow, included in the gel coat, Stockland Company model No. 150, or approved equal, including fire extinguishers AP6ABC. Fire hose in the cabinet shall be 100 feet long.

HIGH PRESSURE HOSES connecting from shoreside to dock are to be FDA approved food handling hose with 150 psi working pressure rating ASTM D1418:CR. The hose length is to be carefully chosen so that it will not kink or bind at either end under extreme tidal ranges. There should be no excess hose in the loop. A proper installation leaves the hose out of the water under all but extreme tides. Hoses shall be CLAMPED SECURELY and suspended with stainless steel grips.

SEWER SYSTEM:

SANITARY SEWER LINES INSTALLED ON THE FLOATING DOCK SYSTEM shall meet the following requirements:

1. PVC Schedule 40 type I shall be used up to pipe size 1 1/2" and class 315 for pipe sizes 2" and larger, and shall be installed in accordance with IAMPO installation standards.
2. All plastic pipe exposed to direct sunlight shall be wrapped with at least 10 mil tape; pipe covered by the floating dock system need not be covered, and no plastic pipe shall be installed where exposure to physical damage can occur.
3. Sewer line shall be routed from the shore end of the gangway and pumped up to Municipal sewer system. Pipe under the wales shall use same hangars as other utilities.
4. Sewage PUMP-OUT equipment used to empty holding tanks in boats shall be Pump-A-Head by Kenton, or approved equal, located as shown on plans. A water faucet with approved backflow preventer shall be installed to backflush the unit and lines.
5. LIFT STATION equipment for sewage shall include two (2) 3-inch discharge pumps, capable of passing a 2" spherical solid with 3/4 motors, installed in a cast iron basin metal cover.

ELECTRICAL:

ELECTRICAL installation shall conform to all local codes and, as minimum standards, the rules and regulations that apply in the following:

1. National Electrical Code (NEC), 1984 edition.
2. Title 8, California Administrative Code, Basic Electrical Regulations, sub-chapter 5, Low Voltage and High Voltage Safety Orders.
3. Standards, Underwriters Laboratories, Inc.

CONSTRUCTION includes electrical service FROM THE METER to the floating docks, and all service on the floating docks to each berth or mooring location and extra service as needed for lighting and pumps.

SERVICE is provided from the meter to Unit Sub-Stations on the docks at 480 volts, three phase, delta connected. The secondary side of Unit Sub-stations is star connected three phase 120/208 volts with a neutral conductor installed to all service panels at individual berths. Power is metered at each berth with a 30 amp service for berths up to 40 feet long, and two 30 amp services for larger berths. EQUIPMENT GROUNDING conductors are required.

UNIT SUBSTATIONS combine a dry type transformer with primary and secondary breakers, and are as follows:

1. The HOUSINGS shall be NEMA 3R enclosures, ventilated and

weatherproof, made of all welded, #11 gage steel with stainless steel locks, hardware and hinges. Primary and secondary compartments shall be provided. Housings shall be HOT DIP GALVANIZED prior to painting. Priming and painting procedures after galvanizing shall be finished outside with one coat of wet white gloss baked epoxy paint.

2. DRY TYPE TRANSFORMERS shall be UL listed, and fabricated in accordance with applicable ANSI and NEMA standards with the following provisions:
 - a. Transformer windings shall be copper.
 - b. Noise level of transformer shall be quieter than the average per ANSI Standard.

TRANSFORMERS shall be anchored to concrete deck of marina transformer float by 5/8" anchor bolts at four (4) corners. Transformer housing shall be set on 2x4 redwood sleepers to eliminate metal-to-concrete contact.

DISTRIBUTION PANELS which are an INTEGRAL part of unit substation structure with weather-proof lockable flush door over circuit breakers, and FREE STANDING panels each include the following:

1. Circuit breakers fungus proofed, bolt-in 1P and 3P.
2. Circuit breakers of 600 volts common trip.
3. Bus bars silver plated copper 1,000 AMPS per square inch.
4. Directory inside of door and fully detailed.
5. Cylinder locks installed with two keys for each panel door provided.
6. Distribution panel trim and back box finished inside and out with one coat of wet white gloss baked epoxy paint.

FREE STANDING DISTRIBUTION PANEL shall be a NEMA 3R enclosure with stainless steel locks, hardware and hinges, ventilated and weatherproof, made of all welded, #11 gage steel, complete with weather-proof lockable flush door over circuit breakers.

CONDUIT will meet the following conditions:

1. CONDUIT shall be rigid nonmetallic conduit, PVC Schedule 40.
2. CONDUIT FITTINGS AND OUTLET BOXES will be of corrosion resistant cast metal, other than aluminum alloys, with neoprene gaskets and metal covers.
3. RIGID NON-METALLIC CONDUIT must be supported as required in NEC 1984. In addition there will be a support within 4 feet of each box, cabinet or other conduit termination. All strapping shall be stainless steel or equivalent material. Brackets and other hardware shall be hot dip galvanized, and of adequate materials and

construction to support the loads required.

CONDUCTORS will meet the following requirements:

1. CONDUCTORS shall be copper of the AWG according to the plans, stranded for sizes #8 and larger, and color coded according to NEC requirements.
2. SPLICES AND TAPES will be in accord with NEC 240-21 exceptions 3 and 8.

FIXTURES will meet the following conditions:

1. RECEPTACLES are to be balanced equally across all three phases.
2. ELECTRICAL OUTLETS installed in each locker box shall be Electric Power Center with one or two receptacles and circuit breakers depending on berth size, 8 watt florescent light and meter space; Alpha IV as made by Shorepower, Inc.
3. METERS shall be United Metering Services (UMS) Electronic Watthour Meter, P/N 12120-BE, digital readout, single element type with Veider-Root Counter.
4. LIGHT FIXTURES for Gatehouses or other locations are selected to conform with general project fixture styles.

SHORE CONNECTION will be made as follows:

1. CABLE installation from gangway to dock must have length of cable chosen so that it will not kink or bind at either end under extreme tidal ranges. There should be no excess hose in the loop. A proper installation leaves the hose out of the water under all but extreme tides.
2. ELECTRICAL UTILITY STAND to accept cable installation from gangway to dock must be sized and installed to accommodate electrical equipment. It will be of welded steel, hot dip galvanized after manufacture, primed and painted with the same type of paint used on gangway railings, color grey.

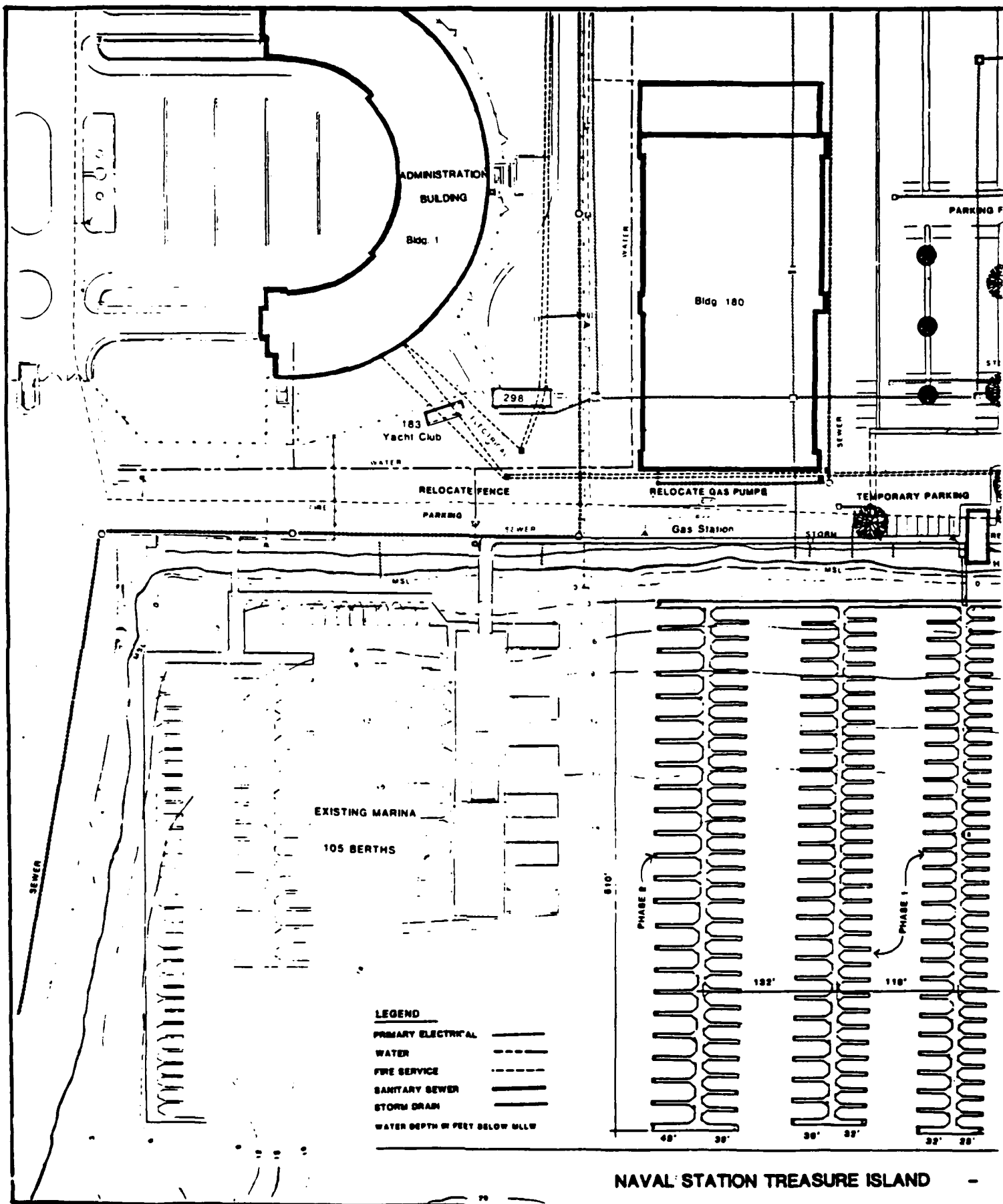
NAVIGATION LIGHTS shall be PERKO 403-3, lens color and installation as shown on plans.

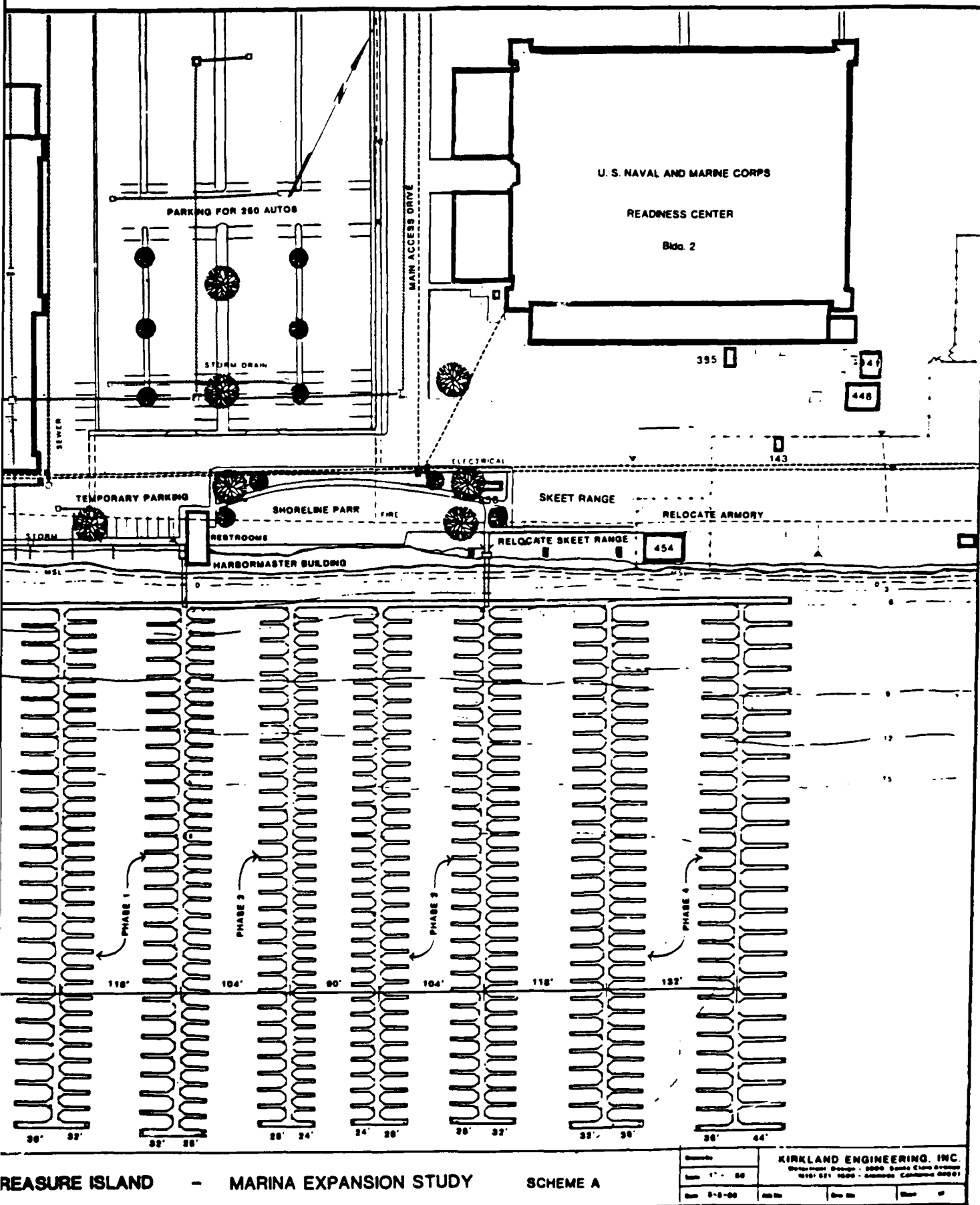
TELEPHONE DUCT SYSTEM shall be complete and in accordance with requirements of the serving telephone company, and shall be in accordance with the following:

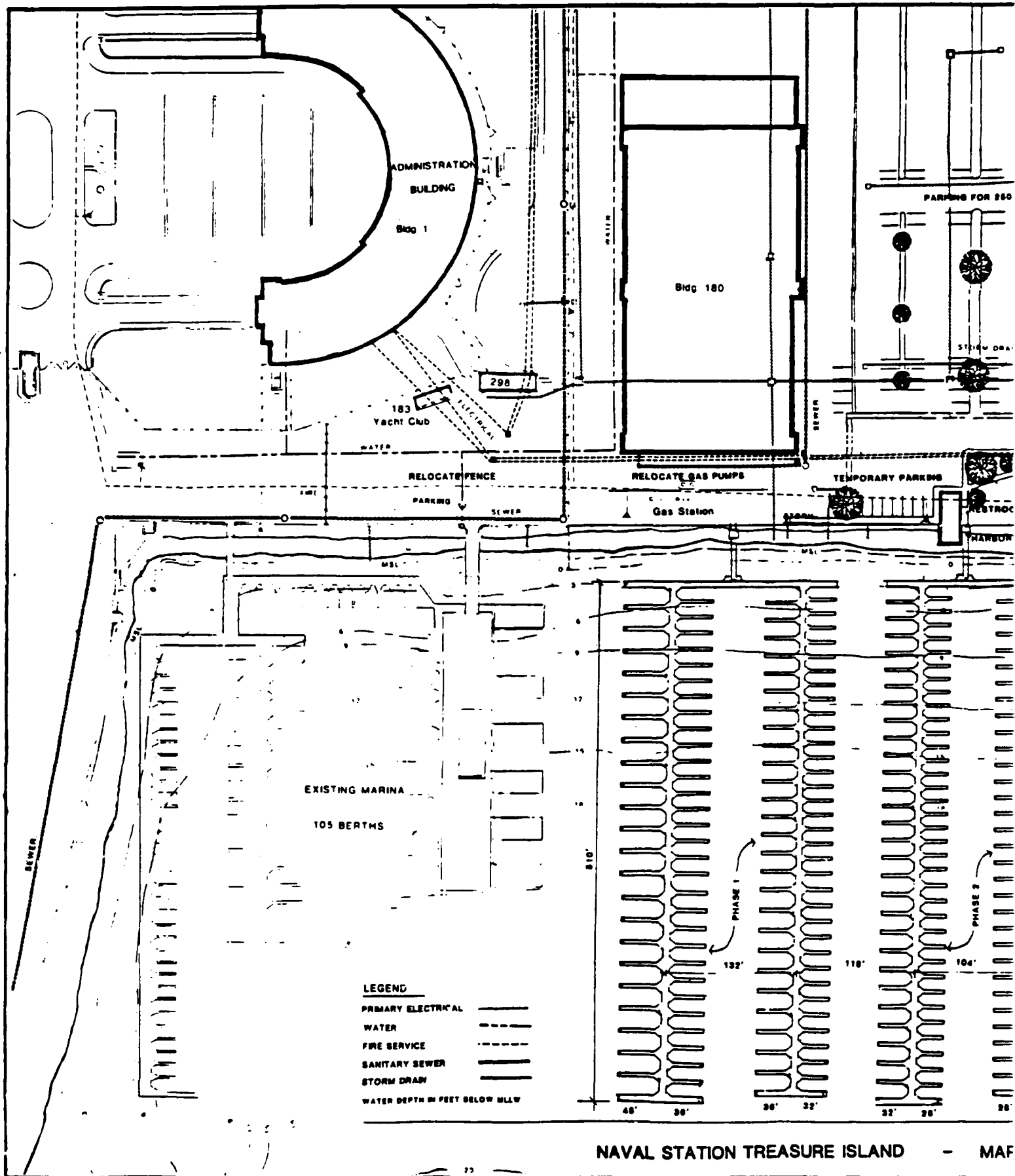
1. CONNECTION at the gangway to the shoreside telephone duct system shall provide a continuous conduit, including non-metallic flexible conduit at the hinge points, to the floating dock system.
2. RACEWAY for support and protection of telephone cables is installed in the floating headwalk system by the float contractor. This raceway shall not be broken or damaged in such a way as to allow unprotected telephone cable to appear in the same space with

electrical cable.

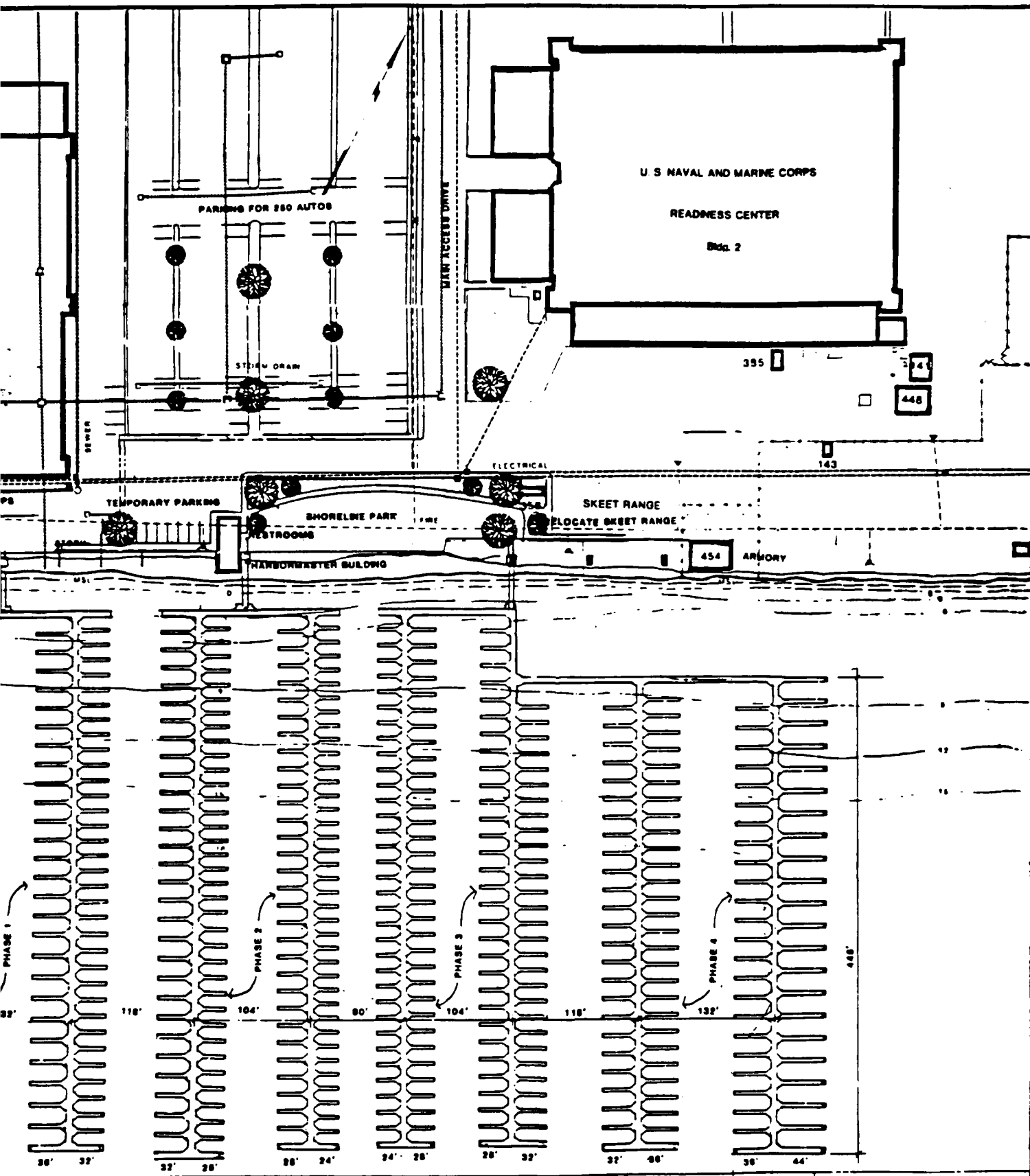
3. PVC CONDUIT, 1 inch or larger, shall be installed in the brackets under the wales for each group of locker boxes to the nearest telephone junction or terminal box in the headwalk. A cut-out of the top half of the PVC at least 4 inches long shall be made under each locker box to allow the telephone drop wire to be pulled up into the locker box. Where necessary to clear other utility lines, flexible non-metallic conduit, shall be installed as a riser to the locker box. One telephone jack will be located in each locker box.
4. SMALL TELEPHONE TERMINAL enclosures, Stockland model #153, are required installed in knee spaces on the floats. Telephone cables shall be terminated in accord with Pac-Bell standards.







NAVAL STATION TREASURE ISLAND - MAF



TREASURE ISLAND - MARINA EXPANSION STUDY SCHEME B

Drawn by	KIRKLAND ENGINEERING, INC.
Scale	1" = 60'
Date	8-8-88
Author	Design
Drawn	Check

KIRKLAND ENGINEERING, INC.
 10111 13th Avenue, Suite 100, San Diego, CA 92121
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APPENDIX C

FINANCIAL PRO FORMAS

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 25 YEAR CONTRACT

WET SLIPS: 250		INITIAL CAPITAL IMPROVEMENT:										\$2,142,855	
DRY SLIPS: 0													
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCRON ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCRON NPV	CUMULATIVE NPV			
1	1990	1.000	0	0	0	0	0	0	0	0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	0	0	0	0	0	0	0	0			
4	1993	1.140	16,498	0	16,498	16,498	12,739	0	12,739	12,739			
5	1994	1.190	17,380	0	17,380	33,878	12,313	0	12,313	25,052			
6	1995	1.243	18,309	0	18,309	52,187	11,899	0	11,899	36,951			
7	1996	1.297	25,351	6,066	19,285	77,538	15,116	3,617	11,499	52,067			
8	1997	1.354	43,098	22,786	20,312	120,636	23,576	12,465	11,112	75,644			
9	1998	1.414	61,875	40,483	21,392	182,511	31,053	20,317	10,736	106,697			
10	1999	1.476	87,896	65,174	22,723	270,408	40,470	30,008	10,462	147,167			
11	2000	1.541	102,744	79,022	23,722	373,152	43,400	33,380	10,021	190,567			
12	2001	1.609	118,246	93,480	24,766	491,398	45,824	36,226	9,598	236,391			
13	2002	1.680	134,429	108,573	25,856	625,827	47,794	38,602	9,193	284,185			
14	2003	1.754	151,325	124,331	26,994	777,151	49,359	40,534	8,805	333,544			
15	2004	1.831	168,963	140,782	28,181	946,115	50,562	42,129	8,433	384,106			
16	2005	1.911	187,378	157,957	29,421	1,133,493	51,442	43,365	8,077	435,548			
17	2006	1.995	206,603	175,888	30,716	1,340,096	52,037	44,301	7,736	487,585			
18	2007	2.083	131,016	98,949	32,067	1,471,112	30,274	22,864	7,410	517,860			
19	2008	2.175	123,158	89,680	33,478	1,594,270	26,109	19,012	7,097	543,968			
20	2009	2.271	133,060	98,109	34,951	1,727,330	25,679	19,081	6,798	569,847			
21	2010	2.371	251,034	214,544	36,489	1,978,364	44,792	38,281	6,511	614,639			
22	2011	2.475	261,826	223,731	38,095	2,240,190	42,860	36,624	6,236	657,500			
23	2012	2.584	273,093	233,322	39,771	2,513,283	41,014	35,041	5,973	698,513			
24	2013	2.697	284,856	243,336	41,521	2,798,139	39,248	33,527	5,721	737,761			
25	2014	2.816	297,137	253,789	43,348	3,095,276	37,560	32,080	5,479	775,321			
TOTAL			\$3,095,276	\$2,470,001	\$625,275		\$775,321	\$581,474	\$193,847				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$5,238,131										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 25 YEAR CONTRACT

WET SLIPS: 300		INITIAL CAPITAL IMPROVEMENT: \$2,589,775									
DRY SLIPS: 0											
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV	
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2	1991	1.046									
3	1992	1.092	10,026	10,026	0	10,026	8,439	8,439	0	8,439	
4	1993	1.140	30,873	9,138	21,735	40,899	23,840	7,056	16,783	32,278	
5	1994	1.190	52,952	30,025	22,926	93,851	37,512	21,271	16,242	69,791	
6	1995	1.243	76,329	52,148	24,181	170,180	49,609	33,893	15,716	119,399	
7	1996	1.297	101,078	75,576	25,501	271,257	60,269	45,064	15,206	179,669	
8	1997	1.354	127,272	100,381	26,891	398,530	69,622	54,912	14,710	249,291	
9	1998	1.414	154,992	126,639	28,354	553,522	77,785	63,556	14,230	327,076	
10	1999	1.476	193,561	163,376	30,185	747,083	89,121	75,223	13,898	416,197	
11	2000	1.541	215,348	183,835	31,513	962,431	90,965	77,654	13,311	507,162	
12	2001	1.609	238,094	205,195	32,899	1,200,524	92,269	79,520	12,750	599,431	
13	2002	1.680	254,841	220,494	34,347	1,455,365	90,605	78,393	12,212	690,036	
14	2003	1.754	150,390	114,532	35,858	1,605,756	49,054	37,358	11,696	739,090	
15	2004	1.831	162,284	124,848	37,436	1,768,040	48,563	37,360	11,203	787,653	
16	2005	1.911	174,702	135,619	39,083	1,942,741	47,962	37,232	10,730	835,616	
17	2006	1.995	184,189	143,386	40,803	2,126,930	46,392	36,115	10,277	882,007	
18	2007	2.083	197,723	155,125	42,598	2,324,653	45,688	35,845	9,843	927,696	
19	2008	2.175	211,853	167,380	44,472	2,536,506	44,911	35,484	9,428	972,607	
20	2009	2.271	226,604	180,175	46,429	2,763,110	44,072	35,042	9,030	1,016,679	
21	2010	2.371	372,089	323,617	48,472	3,135,199	66,392	57,743	8,649	1,083,071	
22	2011	2.475	388,167	337,562	50,605	3,523,366	63,542	55,258	8,284	1,146,614	
23	2012	2.584	404,953	352,121	52,831	3,928,319	60,816	52,882	7,934	1,207,430	
24	2013	2.697	422,477	367,321	55,156	4,350,795	58,209	50,610	7,599	1,265,639	
25	2014	2.816	440,772	383,189	57,583	4,791,567	55,716	48,437	7,279	1,321,355	
TOTAL			\$4,791,567	\$3,961,708	\$829,859		\$1,321,355	\$1,064,346	\$257,009		
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$7,381,342								

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 25 YEAR CONTRACT

YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV
1	1990	1.000	\$52,504	\$52,504	\$0	\$52,504	\$52,504	\$52,504	\$0	\$52,504
2	1991	1.046	82,884	82,884	0	135,387	76,040	76,040	0	128,544
3	1992	1.092	114,043	114,043	0	249,430	95,988	95,988	0	224,531
4	1993	1.140	146,974	113,744	33,231	396,405	113,491	87,831	25,660	338,023
5	1994	1.190	181,773	146,767	35,007	578,178	128,773	103,973	24,800	466,796
6	1995	1.243	218,541	181,666	36,874	796,719	142,036	118,071	23,966	608,832
7	1996	1.297	257,382	218,543	38,839	1,054,101	153,468	130,310	23,158	762,300
8	1997	1.354	298,408	257,504	40,904	1,352,509	163,240	140,863	22,376	925,540
9	1998	1.414	341,737	298,660	43,077	1,694,246	171,506	149,888	21,619	1,097,046
10	1999	1.476	340,392	294,642	45,750	2,034,638	156,726	135,661	21,065	1,253,772
11	2000	1.541	229,144	181,380	47,763	2,263,782	96,793	76,617	20,176	1,350,565
12	2001	1.609	246,557	196,692	49,865	2,510,339	95,549	76,225	19,324	1,446,114
13	2002	1.680	264,736	212,678	52,059	2,775,075	94,123	75,614	18,509	1,540,237
14	2003	1.754	283,716	229,366	54,349	3,058,791	92,542	74,814	17,728	1,632,779
15	2004	1.831	303,530	246,790	56,741	3,362,321	90,830	73,851	16,980	1,723,609
16	2005	1.911	324,217	264,979	59,237	3,686,538	89,010	72,747	16,263	1,812,619
17	2006	1.995	340,862	279,018	61,844	4,027,400	85,853	70,276	15,577	1,898,472
18	2007	2.083	363,408	298,843	64,565	4,390,808	83,974	69,055	14,919	1,982,446
19	2008	2.175	386,947	319,541	67,406	4,777,755	82,030	67,741	14,290	2,064,476
20	2009	2.271	411,522	341,150	70,372	5,189,277	80,037	66,350	13,687	2,144,513
21	2010	2.371	617,539	544,071	73,468	5,806,817	110,188	97,079	13,109	2,254,701
22	2011	2.475	644,324	567,623	76,701	6,451,141	105,475	92,919	12,556	2,360,176
23	2012	2.584	672,287	592,212	80,076	7,123,428	100,965	88,939	12,026	2,461,141
24	2013	2.697	701,481	617,882	83,599	7,824,910	96,651	85,133	11,518	2,557,792
25	2014	2.816	731,959	644,682	87,277	8,556,869	92,523	81,491	11,032	2,650,315
TOTAL			\$8,556,869	\$7,297,865	\$1,259,004		\$2,650,315	\$2,259,980	\$390,336	
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$12,147,568							

INITIAL CAPITAL IMPROVEMENT:

\$3,590,699

WET SLIPS: 400
DRY SLIPS: 50

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 25 YEAR CONTRACT

WET SLIPS: 500		INITIAL CAPITAL IMPROVEMENT:										\$4,485,510	
DRY SLIPS: 50													
YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCRW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCRW NPV	CUMULATIVE NPV			
1	1990	1.000	\$120,247	\$120,247	\$0	\$120,247	\$120,247	\$120,247	\$0	\$120,247			
2	1991	1.046	159,628	159,628	0	279,876	146,448	146,448	0	266,696			
3	1992	1.092	199,889	199,889	0	479,765	168,243	168,243	0	434,938			
4	1993	1.140	242,372	199,005	43,367	722,137	187,156	153,668	33,488	622,094			
5	1994	1.190	287,195	241,567	45,628	1,009,332	203,456	171,132	32,324	825,550			
6	1995	1.243	334,483	286,478	48,004	1,343,815	217,391	186,191	31,200	1,042,941			
7	1996	1.297	384,364	333,862	50,501	1,728,179	229,183	199,071	30,112	1,272,124			
8	1997	1.354	436,975	383,850	53,125	2,165,154	239,040	209,979	29,061	1,511,165			
9	1998	1.414	426,883	371,002	55,882	2,592,037	214,238	186,193	28,045	1,725,403			
10	1999	1.476	297,857	238,641	59,216	2,889,894	137,142	109,877	27,265	1,862,545			
11	2000	1.541	320,124	258,303	61,821	3,210,018	135,224	109,110	26,114	1,997,769			
12	2001	1.609	343,372	278,830	64,541	3,553,390	133,068	108,056	25,012	2,130,837			
13	2002	1.680	367,642	300,261	67,381	3,921,031	130,709	106,753	23,956	2,261,546			
14	2003	1.754	392,980	322,634	70,346	4,314,011	128,182	105,236	22,945	2,389,727			
15	2004	1.831	419,432	345,991	73,441	4,733,444	125,514	103,537	21,977	2,515,241			
16	2005	1.911	447,049	370,377	76,672	5,180,493	122,732	101,683	21,049	2,637,973			
17	2006	1.995	469,454	389,408	80,046	5,649,947	118,241	98,080	20,161	2,756,214			
18	2007	2.083	499,555	415,987	83,568	6,149,502	115,434	96,123	19,310	2,871,648			
19	2008	2.175	530,980	443,735	87,245	6,680,481	112,564	94,069	18,495	2,984,213			
20	2009	2.271	563,787	472,703	91,084	7,244,268	109,651	91,936	17,715	3,093,863			
21	2010	2.371	623,347	528,255	95,091	7,867,615	146,910	129,943	16,967	3,240,774			
22	2011	2.475	859,105	759,829	99,275	8,926,720	140,634	124,383	16,251	3,381,408			
23	2012	2.584	896,437	792,793	103,644	9,823,157	134,628	119,063	15,565	3,516,036			
24	2013	2.697	935,411	827,207	108,204	10,758,568	128,882	113,974	14,908	3,644,918			
25	2014	2.816	976,100	863,135	112,965	11,734,667	123,384	109,105	14,279	3,768,302			
TOTAL			\$11,734,667	\$10,103,619	\$1,631,048		\$3,768,302	\$3,262,100	\$506,202				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$16,220,178										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 25 YEAR CONTRACT

WET SLIPS: 600		INITIAL CAPITAL IMPROVEMENT:										\$5,312,690	
DRY SLIPS: 0													
YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$169,997	\$169,997	\$0	\$169,997	\$169,997	\$169,997	\$0	\$169,997			
2	1991	1.046	216,753	216,753	0	386,750	198,856	198,856	0	368,853			
3	1992	1.092	264,449	264,449	0	651,199	222,581	222,581	0	591,434			
4	1993	1.140	314,725	262,512	52,213	965,924	243,025	202,708	40,318	834,460			
5	1994	1.190	367,715	312,829	54,886	1,333,639	260,499	221,616	38,883	1,094,959			
6	1995	1.243	423,562	365,868	57,694	1,757,201	275,286	237,789	37,497	1,370,245			
7	1996	1.297	482,413	421,770	60,643	2,239,614	287,647	251,488	36,159	1,657,892			
8	1997	1.354	544,425	480,686	63,740	2,784,039	297,819	262,951	34,868	1,955,711			
9	1998	1.414	608,679	538,687	66,991	3,232,717	225,177	191,556	33,621	2,180,887			
10	1999	1.476	666,584	595,712	70,872	3,599,301	168,785	136,154	32,632	2,349,673			
11	2000	1.541	721,721	644,475	73,991	3,992,861	166,244	134,989	31,255	2,515,917			
12	2001	1.609	774,817	697,623	77,246	4,414,582	163,431	133,495	29,936	2,679,347			
13	2002	1.680	831,122	747,477	80,645	4,865,704	160,390	131,717	28,672	2,839,737			
14	2003	1.754	881,817	797,623	84,194	5,347,521	157,158	129,696	27,462	2,996,896			
15	2004	1.831	933,862	845,964	87,898	5,861,384	153,772	127,468	26,303	3,150,667			
16	2005	1.911	977,318	895,552	91,766	6,408,702	150,260	125,066	25,193	3,300,927			
17	2006	1.995	1,024,298	947,495	95,803	6,983,000	144,648	122,518	24,130	3,445,575			
18	2007	2.083	1,076,763	1,000,764	100,019	7,593,762	141,131	118,019	23,112	3,586,706			
19	2008	2.175	1,131,831	1,054,412	104,420	8,242,594	137,548	115,412	22,136	3,724,254			
20	2009	2.271	1,188,575	1,109,561	109,014	8,931,168	133,921	112,719	21,202	3,858,175			
21	2010	2.371	1,247,925	1,168,114	113,811	9,628,093	177,882	157,575	20,307	4,036,057			
22	2011	2.475	1,309,243	1,229,425	118,818	10,368,336	170,286	150,835	19,450	4,206,343			
23	2012	2.584	1,374,467	1,294,421	124,046	12,053,803	163,017	144,388	18,629	4,369,360			
24	2013	2.697	1,442,681	1,362,177	129,504	13,186,484	156,062	138,219	17,843	4,525,422			
25	2014	2.816	1,514,972	1,434,770	135,203	14,368,457	149,407	132,317	17,090	4,674,829			
TOTAL			\$14,368,457	\$12,415,039	\$1,953,418		\$4,674,829	\$4,068,131	\$606,699				
TOTAL W/ INITIAL CAPITAL IMPROVEMENTS			\$19,681,147										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 20 YEAR CONTRACT

WET SLIPS: 250		INITIAL CAPITAL IMPROVEMENT:										\$2,142,855	
DRY SLIPS: 0													
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	0	0	0	0	0	0	0	0			
4	1993	1.140	16,498	0	16,498	16,498	12,739	0	12,739	12,739			
5	1994	1.190	17,380	0	17,380	33,878	12,313	0	12,313	25,052			
6	1995	1.243	18,309	0	18,309	52,187	11,899	0	11,899	36,951			
7	1996	1.297	19,285	0	19,285	71,472	11,499	0	11,499	48,450			
8	1997	1.354	20,312	0	20,312	91,784	11,112	0	11,112	59,562			
9	1998	1.414	38,750	17,358	21,392	130,534	19,447	8,711	10,736	79,009			
10	1999	1.476	64,771	42,049	22,723	195,306	29,823	19,360	10,462	108,832			
11	2000	1.541	79,619	55,897	23,722	274,925	33,632	23,612	10,021	142,464			
12	2001	1.609	95,121	70,355	24,766	370,046	36,862	27,265	9,598	179,326			
13	2002	1.680	111,304	85,448	25,856	481,350	39,572	30,380	9,193	218,899			
14	2003	1.754	128,199	101,206	26,994	609,549	41,816	33,011	8,805	260,715			
15	2004	1.831	145,838	117,657	28,181	755,388	43,642	35,208	8,433	304,356			
16	2005	1.911	402,651	373,229	29,421	1,158,038	110,543	102,466	8,077	414,899			
17	2006	1.995	421,876	391,160	30,716	1,579,914	106,258	98,521	7,736	521,157			
18	2007	2.083	367,714	335,647	32,067	1,947,628	84,969	77,559	7,410	606,126			
19	2008	2.175	240,803	207,325	33,478	2,188,431	51,049	43,952	7,097	657,175			
20	2009	2.271	250,705	215,754	34,951	2,439,136	48,760	41,962	6,798	\$705,934			
TOTAL			\$2,439,136	\$2,013,084	\$426,052		\$705,934	\$542,007	\$163,927				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$4,581,991										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 20 YEAR CONTRACT

WET SLIPS: 300		DRY SLIPS: 0		INITIAL CAPITAL IMPROVEMENT:										\$2,589,775	
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCRW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCRW NPV	CUMULATIVE NPV					
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
2	1991	1.046	0	0	0	0	0	0	0	0					
3	1992	1.092	0	0	0	0	0	0	0	0					
4	1993	1.140	21,735	0	21,735	21,735	16,783	0	16,783	16,783					
5	1994	1.190	25,004	2,077	22,926	46,738	17,713	1,471	16,242	34,496					
6	1995	1.243	48,381	24,200	24,181	95,120	31,444	15,729	15,716	65,941					
7	1996	1.297	73,130	47,628	25,501	168,249	43,605	28,399	15,206	109,546					
8	1997	1.354	99,324	72,433	26,891	267,573	54,334	39,623	14,710	163,879					
9	1998	1.414	127,044	98,691	28,354	394,618	63,759	49,530	14,230	227,639					
10	1999	1.476	165,612	135,428	30,185	560,230	76,253	62,355	13,898	303,891					
11	2000	1.541	187,400	155,887	31,513	747,630	79,160	65,848	13,311	383,051					
12	2001	1.609	210,146	177,246	32,899	957,776	81,438	68,689	12,750	464,489					
13	2002	1.680	233,893	199,546	34,347	1,191,669	83,157	70,945	12,212	547,646					
14	2003	1.754	258,684	222,826	35,858	1,450,353	84,377	72,681	11,696	632,024					
15	2004	1.831	284,567	247,131	37,436	1,734,920	85,156	73,953	11,203	717,179					
16	2005	1.911	413,392	374,309	39,083	2,148,312	113,492	102,762	10,730	830,671					
17	2006	1.995	326,303	285,500	40,803	2,474,615	82,186	71,909	10,277	912,857					
18	2007	2.083	339,837	297,239	42,598	2,814,452	78,527	68,684	9,843	991,384					
19	2008	2.175	353,967	309,494	44,472	3,168,418	75,039	65,611	9,428	1,066,423					
20	2009	2.271	368,718	322,289	46,429	3,537,137	71,712	62,682	9,030	\$1,138,135					
TOTAL			\$3,537,137	\$2,971,925	\$565,211		\$1,138,135	\$920,871	\$217,263						
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$6,126,911												

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 20 YEAR CONTRACT

WET SLIPS:		400		INITIAL CAPITAL IMPROVEMENT:									
DRY SLIPS:		50											
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$13,754	\$13,754	\$0	\$13,754	\$13,754	\$13,754	\$0	\$13,754			
2	1991	1.046	44,134	44,134	0	57,888	40,490	40,490	0	54,244			
3	1992	1.092	75,293	75,293	0	133,181	63,373	63,373	0	117,617			
4	1993	1.140	108,225	74,994	33,231	241,406	83,569	57,909	25,660	201,186			
5	1994	1.190	143,024	108,017	35,007	384,430	101,322	76,522	24,800	302,508			
6	1995	1.243	179,791	142,917	36,874	564,221	116,852	92,886	23,966	419,359			
7	1996	1.297	218,632	179,793	38,839	782,853	130,363	107,205	23,158	549,723			
8	1997	1.354	259,659	218,754	40,904	1,042,511	142,042	119,666	22,376	691,765			
9	1998	1.414	302,988	259,911	43,077	1,345,499	152,059	130,440	21,619	843,824			
10	1999	1.476	361,061	315,310	45,750	1,706,560	166,242	145,178	21,065	1,010,066			
11	2000	1.541	397,052	349,289	47,763	2,103,612	167,719	147,543	20,176	1,177,785			
12	2001	1.609	372,970	323,105	49,865	2,476,581	144,538	125,214	19,324	1,322,323			
13	2002	1.680	261,923	209,864	52,059	2,738,505	93,123	74,614	18,509	1,415,446			
14	2003	1.754	280,903	226,553	54,349	3,019,407	91,624	73,897	17,728	1,507,071			
15	2004	1.831	300,717	243,976	56,741	3,320,125	89,989	73,009	16,980	1,597,059			
16	2005	1.911	521,140	461,903	59,237	3,841,265	143,073	126,810	16,263	1,740,132			
17	2006	1.995	537,785	475,941	61,844	4,379,050	135,452	119,875	15,577	1,875,584			
18	2007	2.083	560,332	495,767	64,565	4,939,382	129,478	114,558	14,919	2,005,062			
19	2008	2.175	583,871	516,465	67,406	5,523,253	123,777	109,487	14,290	2,128,839			
20	2009	2.271	608,445	538,074	70,372	6,131,698	118,336	104,650	13,687	\$2,247,175			
TOTAL			\$6,131,698	\$5,273,815	\$857,883		\$2,247,175	\$1,917,081	\$330,094				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$9,722,397										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 20 YEAR CONTRACT

WET SLIPS: 500		INITIAL CAPITAL IMPROVEMENT:										\$4,485,510							
DRY SLIPS: 50		INFLATION		MAF CASH		MAF		ESCROW		CUMULATIVE		CASH FLOW		PAYMENT		ESCROW		CUMULATIVE	
YEARS	YEAR	FACTOR	FLOW	PAYMENT	ACCOUNT	CASH FLOW	NPV	NPV	NPV	NPV	NPV	NPV	NPV	NPV	NPV	NPV	NPV	NPV	NPV
1	1990	1.000	\$71,841	\$71,841	\$0	\$71,841	\$71,841	\$71,841	\$0	\$71,841	\$71,841	\$71,841	\$71,841	\$71,841	\$0	\$71,841	\$0	\$71,841	\$71,841
2	1991	1.046	111,222	111,222	0	183,064	102,039	102,039	0	183,064	102,039	102,039	102,039	102,039	0	173,880	0	173,880	173,880
3	1992	1.092	151,483	151,483	0	334,546	127,500	127,500	0	334,546	127,500	127,500	127,500	127,500	0	301,380	0	301,380	301,380
4	1993	1.140	193,966	150,598	43,367	528,512	149,777	149,777	33,488	528,512	149,777	149,777	116,290	116,290	33,488	451,157	33,488	451,157	451,157
5	1994	1.190	238,789	193,161	45,628	767,301	169,164	169,164	32,324	767,301	169,164	169,164	136,840	136,840	32,324	620,322	32,324	620,322	620,322
6	1995	1.243	286,076	238,072	48,004	1,053,378	185,930	185,930	31,200	1,053,378	185,930	185,930	154,730	154,730	31,200	806,252	31,200	806,252	806,252
7	1996	1.297	335,957	285,456	50,501	1,389,335	200,320	200,320	30,112	1,389,335	200,320	200,320	170,208	170,208	30,112	1,006,572	30,112	1,006,572	1,006,572
8	1997	1.354	388,569	335,444	53,125	1,777,904	212,561	212,561	29,061	1,777,904	212,561	212,561	183,499	183,499	29,061	1,219,133	29,061	1,219,133	1,219,133
9	1998	1.414	444,055	388,174	55,882	2,221,959	222,856	222,856	28,045	2,221,959	222,856	222,856	194,811	194,811	28,045	1,441,989	28,045	1,441,989	1,441,989
10	1999	1.476	516,425	457,209	59,216	2,738,384	237,776	237,776	27,265	2,738,384	237,776	237,776	210,512	210,512	27,265	1,679,765	27,265	1,679,765	1,679,765
11	2000	1.541	632,076	570,255	61,821	3,170,461	182,514	182,514	26,114	3,170,461	182,514	182,514	156,400	156,400	26,114	1,862,279	26,114	1,862,279	1,862,279
12	2001	1.609	739,775	675,234	64,541	3,510,236	131,674	131,674	25,012	3,510,236	131,674	131,674	106,662	106,662	25,012	1,993,953	25,012	1,993,953	1,993,953
13	2002	1.680	864,045	796,664	67,381	3,874,281	129,431	129,431	23,956	3,874,281	129,431	129,431	105,475	105,475	23,956	2,123,384	23,956	2,123,384	2,123,384
14	2003	1.754	989,383	919,038	70,346	4,263,665	127,009	127,009	22,945	4,263,665	127,009	127,009	104,063	104,063	22,945	2,250,393	22,945	2,250,393	2,250,393
15	2004	1.831	1,153,836	1,042,395	73,441	4,679,501	124,438	124,438	21,977	4,679,501	124,438	124,438	102,461	102,461	21,977	2,374,830	21,977	2,374,830	2,374,830
16	2005	1.911	1,362,965	1,216,292	76,672	5,372,466	190,245	190,245	21,049	5,372,466	190,245	190,245	169,196	169,196	21,049	2,565,075	21,049	2,565,075	2,565,075
17	2006	1.995	1,615,369	1,435,323	80,046	6,087,835	180,180	180,180	20,161	6,087,835	180,180	180,180	160,019	160,019	20,161	2,745,255	20,161	2,745,255	2,745,255
18	2007	2.083	1,945,470	1,711,902	83,568	6,833,305	172,258	172,258	19,310	6,833,305	172,258	172,258	152,948	152,948	19,310	2,917,513	19,310	2,917,513	2,917,513
19	2008	2.175	2,376,895	2,089,650	87,245	7,610,200	164,697	164,697	18,495	7,610,200	164,697	164,697	146,201	146,201	18,495	3,082,210	18,495	3,082,210	3,082,210
20	2009	2.271	2,909,703	2,718,619	91,084	8,419,902	157,479	157,479	17,715	8,419,902	157,479	157,479	139,764	139,764	17,715	\$3,239,689	17,715	\$3,239,689	\$3,239,689
TOTAL			\$8,419,902	\$7,308,034	\$1,111,869		\$3,239,689	\$2,811,459	\$428,230										
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$12,905,413																

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 20 YEAR CONTRACT

WET SLIPS: 600		INITIAL CAPITAL IMPROVEMENT:										\$5,312,690	
DRY SLIPS: 0													
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCRON ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCRON NPV	CUMULATIVE NPV			
1	1990	1.000	\$112,664	\$112,664	\$0	\$112,664	\$112,664	\$112,664	\$0	\$112,664			
2	1991	1.046	159,420	159,420	0	272,084	146,257	146,257	0	258,921			
3	1992	1.092	207,116	207,116	0	479,200	174,325	174,325	0	433,247			
4	1993	1.140	257,392	205,179	52,213	736,592	198,754	158,436	40,318	632,001			
5	1994	1.190	310,382	255,496	54,886	1,046,975	219,883	181,000	38,883	851,883			
6	1995	1.243	366,229	308,535	57,694	1,413,204	238,024	200,526	37,497	1,089,907			
7	1996	1.297	425,080	364,437	60,643	1,838,284	253,461	217,302	36,159	1,343,368			
8	1997	1.354	487,092	423,353	63,740	2,325,376	266,456	231,588	34,868	1,609,824			
9	1998	1.414	552,430	485,439	66,991	2,877,806	277,246	243,625	33,621	1,887,070			
10	1999	1.476	636,047	565,175	70,872	3,513,853	292,854	260,222	32,632	2,179,924			
11	2000	1.541	731,601	657,610	73,991	4,261,463	311,313	282,291	31,255	2,523,998			
12	2001	1.609	841,412	766,167	77,246	5,127,675	331,857	303,185	29,936	2,882,855			
13	2002	1.680	971,813	886,167	80,645	6,108,838	353,753	328,291	28,672	3,282,808			
14	2003	1.754	1,121,507	1,021,314	84,194	7,230,152	378,739	356,179	27,462	3,721,299			
15	2004	1.831	1,295,553	1,181,655	87,898	8,511,807	408,209	385,016	26,303	4,191,090			
16	2005	1.911	1,495,532	1,374,767	91,766	9,986,574	443,271	418,867	25,193	4,701,299			
17	2006	1.995	1,725,513	1,597,709	95,803	11,612,287	484,997	456,867	24,130	5,247,295			
18	2007	2.083	2,001,977	1,871,958	100,019	13,484,245	534,223	505,311	23,112	5,847,002			
19	2008	2.175	2,330,046	2,201,626	104,420	15,614,871	590,284	567,148	22,136	6,487,002			
20	2009	2.271	2,749,789	2,677,775	109,014	18,364,646	659,559	637,357	21,202	7,227,561			
TOTAL			\$10,322,596	\$8,990,561	\$1,332,035		\$4,037,561	\$3,524,183	\$513,378				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$15,635,287										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 15 YEAR CONTRACT

WET SLIPS: 250		INITIAL CAPITAL IMPROVEMENT:										\$2,142,855	
DRY SLIPS: 0													
YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	0	0	0	0	0	0	0	0			
4	1993	1.140	16,498	0	16,498	16,498	12,739	0	12,739	12,739			
5	1994	1.190	17,380	0	17,380	33,878	12,313	0	12,313	25,052			
6	1995	1.243	18,309	0	18,309	52,187	11,899	0	11,899	36,951			
7	1996	1.297	19,285	0	19,285	71,472	11,699	0	11,699	48,450			
8	1997	1.354	20,312	0	20,312	91,784	11,112	0	11,112	59,562			
9	1998	1.414	21,392	0	21,392	113,177	10,736	0	10,736	70,298			
10	1999	1.476	39,122	16,400	22,723	152,299	18,013	7,551	10,462	88,311			
11	2000	1.541	53,970	30,248	23,722	206,269	22,798	12,777	10,021	111,109			
12	2001	1.609	69,472	44,705	24,766	275,741	26,922	17,325	9,598	138,031			
13	2002	1.680	349,701	323,845	25,856	625,442	124,331	115,138	9,193	262,362			
14	2003	1.754	366,597	339,603	26,994	992,039	119,576	110,771	8,805	381,938			
15	2004	1.831	384,236	356,054	28,181	1,376,274	114,981	106,548	8,433	\$496,919			
TOTAL			\$1,376,274	\$1,110,856	\$265,418		\$496,919	\$370,110	\$126,809				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$3,519,129										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 15 YEAR CONTRACT

WET SLIPS: 300 DRY SLIPS: 0		INITIAL CAPITAL IMPROVEMENT:										\$2,589,775	
YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	0	0	0	0	0	0	0	0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	0	0	0	0	0	0	0	0			
4	1993	1.140	21,735	0	21,735	21,735	16,783	0	16,783	16,783			
5	1994	1.190	22,926	0	22,926	44,661	16,242	0	16,242	33,025			
6	1995	1.243	24,181	0	24,181	68,842	15,716	0	15,716	48,741			
7	1996	1.297	42,131	16,630	25,501	110,973	25,121	9,916	15,206	73,862			
8	1997	1.354	68,326	41,435	26,891	179,299	37,376	22,666	14,710	111,239			
9	1998	1.414	96,046	67,692	28,354	275,344	48,202	33,972	14,230	159,441			
10	1999	1.476	134,614	104,429	30,185	409,958	61,980	48,082	13,898	221,421			
11	2000	1.541	156,401	124,888	31,513	566,359	66,066	52,754	13,311	287,486			
12	2001	1.609	179,147	146,248	32,899	745,507	69,475	56,676	12,750	356,912			
13	2002	1.680	522,011	487,664	34,347	1,267,517	185,593	173,381	12,212	542,505			
14	2003	1.754	546,802	510,944	35,858	1,814,320	178,355	166,659	11,696	720,860			
15	2004	1.831	331,952	294,516	37,436	2,146,272	99,335	88,133	11,203	\$820,195			
	TOTAL		\$2,146,272	\$1,794,446	\$351,826		\$820,195	\$652,240	\$167,955				
	TOTAL w/ INITIAL CAPITAL IMPROVEMENTS		\$4,736,047										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 15 YEAR CONTRACT

WET SLIPS: 400		INITIAL CAPITAL IMPROVEMENT:										\$3,590,699	
DRY SLIPS: 50													
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2	1991	1.046	0	0	0	32,314	27,198	27,198	0	27,198			
3	1992	1.092	32,314	32,314	0	97,559	50,381	24,721	25,660	77,579			
4	1993	1.140	65,245	32,015	33,231	197,604	70,874	46,074	24,800	148,453			
5	1994	1.190	100,044	65,038	35,007	334,415	88,918	64,952	23,966	237,371			
6	1995	1.243	136,812	99,937	36,874	510,068	104,736	81,578	23,158	342,107			
7	1996	1.297	175,653	136,814	38,839	726,747	118,531	96,155	22,376	460,638			
8	1997	1.354	216,679	175,775	40,904	986,755	130,489	108,871	21,619	591,128			
9	1998	1.414	260,008	216,931	43,077	1,304,837	146,453	125,389	21,065	737,581			
10	1999	1.476	318,081	272,331	45,750	1,658,909	149,564	129,388	20,176	887,145			
11	2000	1.541	354,073	306,309	47,763	2,050,557	151,776	132,452	19,324	1,038,922			
12	2001	1.609	391,648	341,783	49,865	2,542,479	174,895	156,386	18,509	1,213,817			
13	2002	1.680	491,922	439,863	52,059	3,010,352	152,610	134,883	17,728	1,366,627			
14	2003	1.754	467,873	413,524	54,349	3,498,040	145,939	128,959	16,980	\$1,512,366			
15	2004	1.831	487,688	430,947	56,741								
TOTAL			\$3,498,040	\$2,963,581	\$534,459		\$1,512,366	\$1,257,007	\$255,359				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$7,088,740										

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 15 YEAR CONTRACT

WET SLIPS: 500		INITIAL CAPITAL IMPROVEMENT:									
DRY SLIPS: 50											
YEARS	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV		
1	1.000	\$18,151	\$18,151	\$0	\$18,151	\$18,151	\$18,151	\$0	\$18,151		
2	1.046	57,532	57,532	0	75,684	52,782	52,782	0	70,933		
3	1.092	97,793	97,793	0	173,477	82,310	82,310	0	153,244		
4	1.140	140,276	96,909	43,367	313,753	108,319	74,831	33,488	261,562		
5	1.190	185,099	139,471	45,628	498,852	131,129	98,805	32,324	392,691		
6	1.243	232,386	184,382	48,004	731,238	151,035	119,836	31,200	543,727		
7	1.297	282,267	231,766	50,501	1,013,506	168,307	138,195	30,112	712,033		
8	1.354	334,879	281,754	53,125	1,348,385	183,190	154,129	29,061	895,224		
9	1.414	390,365	334,484	55,882	1,738,750	195,911	167,866	28,045	1,091,135		
10	1.476	462,735	403,520	59,216	2,201,485	213,056	185,792	27,265	1,304,191		
11	1.541	463,103	401,282	61,821	2,664,588	195,620	169,506	26,114	1,499,811		
12	1.609	293,787	229,246	64,541	2,958,375	113,852	88,840	25,012	1,613,663		
13	1.680	594,413	527,032	67,381	3,552,789	211,335	187,378	23,956	1,824,998		
14	1.754	619,751	549,406	70,346	4,172,540	202,150	179,204	22,945	2,027,147		
15	1.831	646,204	572,763	73,441	4,818,745	193,374	171,397	21,977	\$2,220,522		
TOTAL		\$4,818,745	\$4,125,491	\$693,254		\$2,220,522	\$1,889,023	\$331,499			
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS		\$9,304,255									

NAVSTA TREASURE ISLAND PPV MARINA PROFORMA - 15 YEAR CONTRACT

WET SLIPS: 600		INITIAL CAPITAL IMPROVEMENT:										\$5,312,690			
DRY SLIPS: 0															
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV					
1	1990	1.000	\$49,073	\$49,073	\$0	\$49,073	\$49,073	\$49,073	\$0	\$49,073					
2	1991	1.046	95,829	95,829	0	144,902	87,916	87,916	0	136,990					
3	1992	1.092	143,525	143,525	0	288,427	120,802	120,802	0	257,792					
4	1993	1.140	193,801	141,589	52,213	482,229	149,650	109,332	40,318	407,442					
5	1994	1.190	246,791	191,905	54,886	729,020	174,833	135,950	38,883	582,275					
6	1995	1.243	302,638	244,944	57,694	1,031,658	196,694	159,197	37,497	778,969					
7	1996	1.297	361,489	300,846	60,643	1,393,147	215,544	179,385	36,159	994,513					
8	1997	1.354	423,501	359,762	63,740	1,816,648	231,670	196,802	34,868	1,226,183					
9	1998	1.414	488,839	421,848	66,991	2,305,487	245,332	211,711	33,621	1,471,515					
10	1999	1.476	572,456	501,584	70,872	2,877,943	263,575	230,943	32,632	1,735,090					
11	2000	1.541	645,672	571,681	73,991	3,323,616	188,257	157,002	31,255	1,923,346					
12	2001	1.609	717,602	636,956	77,246	3,684,496	139,853	109,918	29,936	2,063,200					
13	2002	1.680	748,296	664,103	80,645	4,402,098	255,132	226,460	28,672	2,318,332					
14	2003	1.754	780,342	692,444	84,194	5,150,394	244,078	216,616	27,462	2,562,410					
15	2004	1.831	811,426	709,722	87,898	5,930,736	233,515	207,211	26,303	\$2,795,925					
TOTAL			\$5,930,736	\$5,099,722	\$831,014		\$2,795,925	\$2,398,320	\$397,605						
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$11,243,426												

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 25 YEAR CONTRACT

WET SLIPS: 250 DRY SLIPS: 0		INITIAL CAPITAL IMPROVEMENT:										\$2,816,465	
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	0	0	0	0	0	0	0	0			
4	1993	1.140	16,498	0	16,498	16,498	12,739	0	12,739	12,739			
5	1994	1.190	17,380	0	17,380	33,878	12,313	0	12,313	25,052			
6	1995	1.243	18,309	0	18,309	52,187	11,899	0	11,899	36,951			
7	1996	1.297	19,285	0	19,285	71,472	11,499	0	11,499	48,450			
8	1997	1.354	20,312	0	20,312	91,784	11,112	0	11,112	59,562			
9	1998	1.414	21,392	0	21,392	113,177	10,736	0	10,736	70,298			
10	1999	1.476	22,723	0	22,723	135,899	10,462	0	10,462	80,760			
11	2000	1.541	24,295	573	23,722	160,195	10,263	242	10,021	91,023			
12	2001	1.609	39,797	15,031	24,766	199,991	15,423	5,825	9,598	106,445			
13	2002	1.680	55,980	30,124	25,856	255,971	19,903	10,710	9,193	126,348			
14	2003	1.754	72,875	45,882	26,994	328,847	23,770	14,966	8,805	150,119			
15	2004	1.831	90,514	62,333	28,181	419,361	27,086	18,653	8,433	177,205			
16	2005	1.911	108,929	79,508	29,621	528,290	29,905	21,828	8,077	207,110			
17	2006	1.995	128,154	97,439	30,716	656,445	32,278	24,542	7,736	239,588			
18	2007	2.083	148,226	116,158	32,067	804,670	34,251	26,841	7,410	273,039			
19	2008	2.175	169,180	135,702	33,478	973,850	35,865	28,768	7,097	309,504			
20	2009	2.271	191,056	156,105	34,951	1,164,906	37,158	30,361	6,798	346,663			
21	2010	2.371	496,838	460,349	36,489	1,661,744	88,651	82,141	6,511	435,314			
22	2011	2.475	520,682	482,587	38,095	2,182,426	85,235	78,999	6,236	520,548			
23	2012	2.584	296,674	256,903	39,771	2,479,100	44,555	38,582	5,973	565,104			
24	2013	2.697	287,551	246,030	41,521	2,766,651	39,619	33,898	5,721	604,723			
25	2014	2.816	299,831	256,484	43,348	3,066,483	37,900	32,421	5,479	642,623			
TOTAL			\$3,066,483	\$2,441,207	\$625,275		\$642,623	\$448,776	\$193,847				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$5,882,948										

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 25 YEAR CONTRACT

NET SLIPS: 300		INITIAL CAPITAL IMPROVEMENT:									
DRY SLIPS: 0		\$3,263,385									
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV	
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2	1991	1.046	0	0	0	0	0	0	0	0	
3	1992	1.092	0	0	0	0	0	0	0	0	
4	1993	1.140	21,735	0	21,735	21,735	16,783	0	16,783	16,783	
5	1994	1.190	22,926	0	22,926	44,661	16,242	0	16,242	33,025	
6	1995	1.243	24,181	0	24,181	68,842	15,716	0	15,716	48,741	
7	1996	1.297	25,501	0	25,501	94,343	15,206	0	15,206	63,946	
8	1997	1.354	48,823	21,932	26,891	143,167	26,708	11,998	14,710	90,654	
9	1998	1.414	76,543	48,190	28,354	219,710	38,415	24,185	14,230	129,069	
10	1999	1.476	115,112	84,927	30,185	334,822	53,001	39,103	13,898	182,070	
11	2000	1.541	136,899	105,386	31,513	471,720	57,828	44,516	13,311	239,897	
12	2001	1.609	159,645	126,745	32,899	631,365	61,868	49,118	12,750	301,765	
13	2002	1.680	183,392	149,045	34,347	814,757	65,202	52,991	12,212	366,967	
14	2003	1.754	208,183	172,325	35,858	1,022,940	67,905	56,209	11,696	434,872	
15	2004	1.831	234,066	196,630	37,436	1,257,006	70,043	58,841	11,203	504,915	
16	2005	1.911	261,087	222,004	39,083	1,518,093	71,678	60,949	10,730	576,594	
17	2006	1.995	289,297	248,495	40,803	1,807,391	72,865	62,588	10,277	649,459	
18	2007	2.083	318,749	276,151	42,598	2,126,140	73,654	63,811	9,843	723,113	
19	2008	2.175	348,568	304,096	44,472	2,511,708	74,339	64,911	9,428	797,452	
20	2009	2.271	379,463	332,312	46,429	2,907,171	75,015	66,429	9,030	872,482	
21	2010	2.371	411,064	360,862	48,472	3,324,954	75,683	67,771	8,649	949,163	
22	2011	2.475	444,467	390,862	50,605	3,772,816	76,333	69,111	8,284	1,028,447	
23	2012	2.584	479,867	422,416	52,831	4,252,634	76,978	70,771	7,934	1,109,381	
24	2013	2.697	517,411	455,863	55,156	4,769,497	77,618	72,429	7,599	1,186,910	
25	2014	2.816	558,466	491,863	57,583	5,321,360	78,253	74,078	7,279	1,265,182	
TOTAL			\$4,549,100	\$3,719,242	\$829,859	\$4,549,100	\$1,107,182	\$850,173	\$257,009	\$1,107,182	
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$7,812,486								

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 25 YEAR CONTRACT

YEARS	YEAR	WET SLIPS: 400		DRY SLIPS: 50		INITIAL CAPITAL IMPROVEMENT:										\$4,264,310			
		INFLATION FACTOR	NAF FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV	ESCROW NPV	PAYMENT NPV	CASH FLOW NPV	CUMULATIVE NPV	ESCROW NPV	PAYMENT NPV	CASH FLOW NPV	CUMULATIVE NPV	ESCROW NPV
1	1990	1.000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	1991	1.046	35,594	35,594	35,594	35,594	29,959	29,959	25,660	29,959	25,660	29,959	52,914	29,959	25,660	29,959	52,914	29,959	25,660
3	1992	1.092	68,325	35,295	33,231	104,119	52,914	27,254	24,800	82,873	25,660	27,254	73,198	52,914	24,800	48,398	73,198	82,873	24,800
4	1993	1.140	103,324	68,318	35,007	207,444	73,198	48,398	23,966	156,071	24,800	48,398	91,050	73,198	23,966	67,084	91,050	156,071	23,966
5	1994	1.190	140,092	103,217	36,874	347,535	91,050	67,084	23,158	247,120	23,966	67,084	106,692	91,050	23,158	83,534	106,692	247,120	23,158
6	1995	1.243	178,933	140,094	38,839	526,468	106,692	83,534	22,376	353,812	23,158	83,534	120,325	106,692	22,376	97,949	120,325	353,812	22,376
7	1996	1.297	219,959	179,055	40,904	746,427	120,325	97,949	21,619	474,137	22,376	97,949	132,135	120,325	21,619	110,517	132,135	474,137	21,619
8	1997	1.354	263,288	220,211	43,077	1,009,716	132,135	110,517	21,065	606,273	22,376	110,517	147,964	132,135	21,065	126,899	147,964	606,273	21,065
9	1998	1.414	321,361	275,611	45,750	1,331,077	147,964	126,899	20,176	754,237	22,376	126,899	150,950	147,964	20,176	130,774	150,950	754,237	20,176
10	1999	1.476	357,353	309,589	47,763	1,688,430	150,950	130,774	19,324	905,186	20,176	130,774	153,047	150,950	19,324	133,723	153,047	905,186	19,324
11	2000	1.541	394,928	345,063	49,865	2,083,357	153,047	133,723	18,509	1,058,234	20,176	133,723	159,644	153,047	18,509	91,136	159,644	1,058,234	18,509
12	2001	1.609	308,393	256,334	52,059	2,391,750	159,644	91,136	17,728	1,167,878	20,176	91,136	81,512	159,644	17,728	64,532	81,512	1,167,878	17,728
13	2002	1.680	252,575	198,225	54,349	2,644,325	81,512	64,532	16,980	1,250,263	17,728	64,532	80,460	159,644	16,980	64,197	80,460	1,250,263	16,980
14	2003	1.754	272,389	215,648	56,741	2,916,714	80,460	64,197	16,263	1,331,774	17,728	64,197	78,009	159,644	16,263	62,433	78,009	1,331,774	16,263
15	2004	1.831	293,076	233,838	59,237	3,209,790	78,009	62,433	15,577	1,412,235	16,980	62,433	76,778	159,644	15,577	61,859	76,778	1,412,235	15,577
16	2005	1.911	309,720	247,876	61,844	3,519,510	76,778	61,859	14,919	1,490,244	16,263	61,859	75,429	159,644	14,919	61,139	75,429	1,490,244	14,919
17	2006	1.995	332,267	267,702	64,565	3,851,778	75,429	61,139	14,290	1,567,022	15,577	61,139	73,980	159,644	14,290	60,294	73,980	1,567,022	14,290
18	2007	2.083	355,806	288,400	67,406	4,207,584	73,980	60,294	13,687	1,642,451	14,919	60,294	73,669	159,644	13,687	59,560	73,669	1,642,451	13,687
19	2008	2.175	380,381	310,009	70,372	4,587,964	73,669	59,560	13,109	1,716,431	14,290	59,560	73,669	159,644	13,109	58,360	73,669	1,716,431	13,109
20	2009	2.271	620,234	546,766	73,468	5,208,198	73,669	58,360	12,556	1,827,100	13,687	58,360	73,669	159,644	12,556	57,139	73,669	1,827,100	12,556
21	2010	2.371	647,019	570,318	76,701	5,855,217	73,669	57,139	12,026	1,933,015	13,109	57,139	73,669	159,644	12,026	55,906	73,669	1,933,015	12,026
22	2011	2.475	674,982	594,906	80,076	6,530,199	73,669	55,906	11,518	2,034,385	12,556	55,906	73,669	159,644	11,518	54,504	73,669	2,034,385	11,518
23	2012	2.584	704,176	620,577	83,599	7,234,374	73,669	54,504	11,032	2,131,407	12,026	54,504	73,669	159,644	11,032	53,044	73,669	2,131,407	11,032
24	2013	2.697	734,654	647,376	87,277	7,969,028	73,669	53,044	10,532	2,224,271	11,518	53,044	73,669	159,644	10,532	51,504	73,669	2,224,271	10,532
25	2014	2.816	87,969,028	96,710,024	91,259,004	86,710,024	92,864	81,832	9,936	2,311,407	11,032	81,832	92,864	159,644	9,936	81,832	92,864	2,311,407	9,936
TOTAL			87,969,028	96,710,024	91,259,004	86,710,024	92,864	81,832	9,936	2,311,407	11,032	81,832	92,864	159,644	9,936	81,832	92,864	2,311,407	9,936
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$12,233,338																

SENSITIVITY TO ADDING A CLUB FACILITY

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 25 YEAR CONTRACT

WET SLIPS: 500		INITIAL CAPITAL IMPROVEMENT:										\$5,159,121		CUMULATIVE		ESCROW		CUMULATIVE	
DRY SLIPS: 50		INFLATION FACTOR		NAF CASH FLOW		NAF PAYMENT		ESCROW ACCOUNT		CASH FLOW		NPV		NPV		NPV		NPV	
YEARS	YEAR																		
1	1990	1.000	\$41,798	\$41,798	\$0	\$41,798	\$41,798	\$0	\$0	\$41,798	\$41,798	\$41,798	\$0	\$0	\$41,798	\$41,798	\$41,798	\$41,798	\$41,798
2	1991	1.046	81,179	81,179	0	81,179	122,978	0	0	74,477	74,477	74,477	0	0	74,477	74,477	116,275	116,275	116,275
3	1992	1.092	121,440	121,440	0	121,440	244,418	0	0	102,214	102,214	102,214	0	0	102,214	102,214	218,489	218,489	218,489
4	1993	1.140	163,923	163,923	120,556	120,556	408,341	43,367	43,367	126,579	126,579	126,579	93,091	93,091	93,091	93,091	345,067	345,067	345,067
5	1994	1.190	208,746	208,746	163,118	163,118	617,087	45,628	45,628	147,881	147,881	147,881	115,557	115,557	115,557	115,557	492,948	492,948	492,948
6	1995	1.243	256,033	256,033	208,029	208,029	873,121	48,004	48,004	166,404	166,404	166,404	135,200	135,200	135,200	135,200	659,353	659,353	659,353
7	1996	1.297	305,915	305,915	255,413	255,413	1,179,035	50,501	50,501	182,407	182,407	182,407	152,295	152,295	152,295	152,295	841,760	841,760	841,760
8	1997	1.354	358,526	358,526	305,401	305,401	1,537,562	53,125	53,125	196,126	196,126	196,126	167,065	167,065	167,065	167,065	1,037,886	1,037,886	1,037,886
9	1998	1.414	416,012	416,012	358,131	358,131	1,951,574	55,882	55,882	207,779	207,779	207,779	179,734	179,734	179,734	179,734	1,245,665	1,245,665	1,245,665
10	1999	1.476	486,382	486,382	427,167	427,167	2,437,956	59,216	59,216	223,944	223,944	223,944	196,676	196,676	196,676	196,676	1,469,608	1,469,608	1,469,608
11	2000	1.541	429,509	429,509	367,688	367,688	2,867,465	61,821	61,821	181,429	181,429	181,429	155,315	155,315	155,315	155,315	1,651,038	1,651,038	1,651,038
12	2001	1.609	312,230	312,230	247,689	247,689	3,179,696	64,541	64,541	121,000	121,000	121,000	95,988	95,988	95,988	95,988	1,772,037	1,772,037	1,772,037
13	2002	1.680	336,500	336,500	269,119	269,119	3,516,196	67,381	67,381	119,638	119,638	119,638	95,681	95,681	95,681	95,681	1,891,675	1,891,675	1,891,675
14	2003	1.754	361,838	361,838	291,493	291,493	3,878,034	70,346	70,346	118,024	118,024	118,024	95,079	95,079	95,079	95,079	2,009,699	2,009,699	2,009,699
15	2004	1.831	388,291	388,291	314,850	314,850	4,266,326	73,441	73,441	116,195	116,195	116,195	94,218	94,218	94,218	94,218	2,125,894	2,125,894	2,125,894
16	2005	1.911	415,908	415,908	339,236	339,236	4,682,234	76,672	76,672	114,183	114,183	114,183	93,133	93,133	93,133	93,133	2,240,076	2,240,076	2,240,076
17	2006	1.995	438,313	438,313	358,267	358,267	5,120,547	80,046	80,046	110,398	110,398	110,398	90,237	90,237	90,237	90,237	2,350,474	2,350,474	2,350,474
18	2007	2.083	468,413	468,413	384,845	384,845	5,588,960	83,568	83,568	108,238	108,238	108,238	88,927	88,927	88,927	88,927	2,458,712	2,458,712	2,458,712
19	2008	2.175	499,838	499,838	412,593	412,593	6,088,799	87,245	87,245	105,963	105,963	105,963	87,467	87,467	87,467	87,467	2,564,674	2,564,674	2,564,674
20	2009	2.271	532,646	532,646	441,562	441,562	6,621,445	91,084	91,084	103,594	103,594	103,594	85,879	85,879	85,879	85,879	2,668,268	2,668,268	2,668,268
21	2010	2.371	826,041	826,041	730,950	730,950	7,447,486	95,091	95,091	147,391	147,391	147,391	130,424	130,424	130,424	130,424	2,815,660	2,815,660	2,815,660
22	2011	2.475	861,799	861,799	762,524	762,524	8,309,285	99,275	99,275	141,075	141,075	141,075	124,824	124,824	124,824	124,824	2,956,735	2,956,735	2,956,735
23	2012	2.584	899,131	899,131	795,487	795,487	9,208,416	103,644	103,644	135,033	135,033	135,033	119,468	119,468	119,468	119,468	3,091,768	3,091,768	3,091,768
24	2013	2.697	938,105	938,105	829,901	829,901	10,146,522	108,204	108,204	129,253	129,253	129,253	114,345	114,345	114,345	114,345	3,221,021	3,221,021	3,221,021
25	2014	2.816	978,794	978,794	865,829	865,829	11,125,316	112,965	112,965	123,724	123,724	123,724	109,445	109,445	109,445	109,445	3,344,746	3,344,746	3,344,746
TOTAL			\$11,125,316	\$11,125,316	\$9,494,268	\$9,494,268		\$1,631,048	\$1,631,048	\$3,344,746	\$3,344,746	\$3,344,746	\$2,838,544	\$2,838,544	\$2,838,544	\$2,838,544	\$506,202	\$506,202	\$506,202
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$16,284,437	\$16,284,437															

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 25 YEAR CONTRACT

WET SLIPS: 600		INITIAL CAPITAL IMPROVEMENT: \$5,986,301									
DRY SLIPS: 0											
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV	
1	1990	1.000	\$91,548	\$91,548	\$0	\$91,548	\$91,548	\$91,548	\$0	\$91,548	
2	1991	1.046	138,304	138,304	0	229,852	126,884	126,884	0	218,432	
3	1992	1.092	186,000	186,000	0	415,852	156,552	156,552	0	374,985	
4	1993	1.140	236,276	184,063	52,213	652,128	182,448	142,131	40,318	557,433	
5	1994	1.190	289,266	234,380	54,886	941,394	204,924	166,041	38,883	762,357	
6	1995	1.243	345,113	287,619	57,694	1,286,507	224,300	186,802	37,497	986,656	
7	1996	1.297	403,964	343,321	60,643	1,690,471	240,870	204,711	36,159	1,227,527	
8	1997	1.354	465,976	402,237	63,740	2,156,447	254,905	220,037	34,868	1,482,432	
9	1998	1.414	531,314	464,322	66,991	2,687,760	266,648	233,028	33,621	1,749,080	
10	1999	1.476	600,129	529,257	70,872	3,287,890	276,316	243,685	32,632	2,025,396	
11	2000	1.541	662,418	588,427	73,991	3,650,308	286,333	251,835	31,255	2,278,485	
12	2001	1.609	730,580	660,334	77,246	4,040,888	296,333	261,427	29,936	2,529,848	
13	2002	1.680	809,981	739,336	80,645	4,460,869	306,333	271,462	28,672	2,779,166	
14	2003	1.754	896,676	826,682	84,194	4,911,545	316,333	276,462	27,462	3,029,619	
15	2004	1.831	994,721	924,823	87,898	5,394,266	326,333	281,462	26,303	3,270,619	
16	2005	1.911	1,106,177	1,036,411	91,766	5,910,443	336,333	286,462	25,193	3,512,330	
17	2006	1.995	1,234,157	1,174,354	95,803	6,453,600	346,333	291,462	24,130	3,754,134	
18	2007	2.083	1,380,621	1,332,603	100,019	7,033,221	356,333	296,462	23,112	4,000,069	
19	2008	2.175	1,548,690	1,513,270	104,420	7,650,911	366,333	301,462	22,136	4,251,016	
20	2009	2.271	1,741,434	1,708,420	109,014	8,308,345	376,333	306,462	21,202	4,507,069	
21	2010	2.371	1,968,619	1,945,809	113,811	9,007,964	386,333	311,462	20,307	4,763,069	
22	2011	2.475	2,234,937	2,221,119	118,818	9,750,902	396,333	316,462	19,450	5,019,069	
23	2012	2.584	2,548,161	2,544,115	124,046	10,539,063	406,333	321,462	18,629	5,275,069	
24	2013	2.697	2,916,375	2,911,871	129,504	11,375,438	416,333	326,462	17,843	5,531,069	
25	2014	2.816	3,354,667	3,349,464	135,203	12,265,105	426,333	331,462	17,090	5,787,069	
TOTAL			\$13,759,105	\$11,805,688	\$1,953,418		\$4,260,373	\$3,653,874	\$606,699		
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$19,745,406								

SENSITIVITY TO ADDING A CLUB FACILITY

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 20 YEAR CONTRACT

WET SLIPS: 250		INITIAL CAPITAL IMPROVEMENT:										\$2,816,465	
DRY SLIPS: 0													
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	0	0	0	0	0	0	0	0			
4	1993	1.140	16,498	0	16,498	16,498	12,739	0	12,739	12,739			
5	1994	1.190	17,380	0	17,380	33,878	12,313	0	12,313	25,052			
6	1995	1.243	18,309	0	18,309	52,187	11,899	0	11,899	36,951			
7	1996	1.297	19,285	0	19,285	71,472	11,499	0	11,499	48,450			
8	1997	1.354	20,312	0	20,312	91,784	11,112	0	11,112	59,562			
9	1998	1.414	21,392	0	21,392	113,177	10,736	0	10,736	70,298			
10	1999	1.476	22,723	0	22,723	135,899	10,462	0	10,462	80,760			
11	2000	1.541	23,722	0	23,722	159,622	10,021	0	10,021	90,781			
12	2001	1.609	24,766	0	24,766	184,388	9,598	0	9,598	100,378			
13	2002	1.680	25,856	0	25,856	210,244	9,193	0	9,193	109,571			
14	2003	1.754	42,481	15,488	26,994	252,725	13,856	5,052	8,805	123,428			
15	2004	1.831	60,120	31,939	28,181	312,845	17,991	9,558	8,433	141,418			
16	2005	1.911	391,873	362,452	29,421	704,717	107,584	99,507	8,077	249,002			
17	2006	1.995	411,098	380,382	30,716	1,115,815	103,543	95,807	7,776	352,545			
18	2007	2.083	431,169	399,102	32,067	1,546,984	99,632	92,222	7,410	452,177			
19	2008	2.175	452,123	418,645	33,478	1,999,108	95,847	88,750	7,097	548,024			
20	2009	2.271	474,000	439,048	34,951	2,473,107	92,188	85,390	6,798	\$640,212			
TOTAL			\$2,473,107	\$2,047,055	\$426,052		\$640,212	\$476,285	\$163,927				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$5,289,572										

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 20 YEAR CONTRACT

WET SLIPS: 300		INITIAL CAPITAL IMPROVEMENT:										\$3,263,385			
DRY SLIPS: 0															
YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV					
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
2	1991	1.046	0	0	0	0	0	0	0	0					
3	1992	1.092	0	0	0	0	0	0	0	0					
4	1993	1.140	21,735	0	21,735	21,735	16,783	0	16,783	16,783					
5	1994	1.190	22,926	0	22,926	44,661	16,242	0	16,242	33,025					
6	1995	1.243	24,181	0	24,181	68,842	15,716	0	15,716	48,741					
7	1996	1.297	25,501	0	25,501	94,343	15,206	0	15,206	63,946					
8	1997	1.354	26,891	0	26,891	121,234	14,710	0	14,710	78,657					
9	1998	1.414	41,326	12,972	28,354	162,560	20,740	6,510	14,230	99,397					
10	1999	1.476	79,894	49,709	30,185	242,454	36,785	22,888	13,898	136,182					
11	2000	1.541	101,681	70,169	31,513	344,136	42,951	29,640	13,311	179,134					
12	2001	1.609	124,427	91,528	32,899	468,563	48,220	35,470	12,750	227,353					
13	2002	1.680	148,174	113,827	34,347	616,738	52,681	40,470	12,212	280,034					
14	2003	1.754	172,966	137,108	35,858	789,703	56,418	44,722	11,696	336,452					
15	2004	1.831	198,848	161,412	37,436	988,552	59,505	48,302	11,203	395,957					
16	2005	1.911	588,929	549,845	39,083	1,577,480	161,683	150,953	10,730	557,640					
17	2006	1.995	617,139	576,336	40,803	2,194,619	155,439	145,162	10,277	713,079					
18	2007	2.083	646,590	603,992	42,598	2,841,210	149,410	139,566	9,243	862,489					
19	2008	2.175	383,418	338,946	44,472	3,224,628	81,282	71,854	9,428	943,771					
20	2009	2.271	374,781	328,551	46,429	3,599,408	72,891	63,861	9,030	\$1,016,662					
TOTAL			\$3,599,408	\$3,034,197	\$565,211		\$1,016,662	\$799,398	\$217,263						
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$6,862,794												

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 20 YEAR CONTRACT

WET SLIPS: 400		DRY SLIPS: 50		INITIAL CAPITAL IMPROVEMENT:									
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCRON ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCRON NPV	CUMULATIVE NPV			
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	0	0	0	0	0	0	0	0			
4	1993	1.140	33,231	0	33,231	33,231	25,660	0	25,660	25,660			
5	1994	1.190	57,305	22,299	35,007	90,536	40,597	15,797	24,800	66,257			
6	1995	1.243	94,072	57,198	36,874	184,609	61,141	37,175	23,966	127,397			
7	1996	1.297	132,914	94,075	38,839	317,522	79,252	56,094	23,158	206,650			
8	1997	1.354	173,940	133,036	40,904	491,462	95,151	72,775	22,376	301,801			
9	1998	1.414	217,269	174,192	43,077	708,732	109,040	87,421	21,619	410,841			
10	1999	1.476	275,342	229,592	45,750	984,074	126,775	105,711	21,065	537,616			
11	2000	1.541	311,334	263,570	47,763	1,295,407	131,511	111,335	20,176	669,127			
12	2001	1.609	348,909	299,044	49,865	1,644,316	135,214	115,889	19,324	804,340			
13	2002	1.680	388,137	336,078	52,059	2,032,453	137,996	119,487	18,509	942,336			
14	2003	1.754	429,091	374,742	54,349	2,461,544	139,960	122,233	17,728	1,082,297			
15	2004	1.831	471,847	415,107	56,741	2,933,392	141,199	124,219	16,980	1,223,495			
16	2005	1.911	517,517	458,279	59,237	3,510,908	158,550	142,287	16,263	1,382,046			
17	2006	1.995	543,848	482,004	61,844	4,054,756	136,979	121,402	15,577	1,519,025			
18	2007	2.083	566,394	501,829	64,565	4,621,150	130,879	115,959	14,919	1,649,903			
19	2008	2.175	589,933	522,527	67,406	5,211,084	125,062	110,773	14,290	1,774,965			
20	2009	2.271	614,508	544,136	70,372	5,825,591	119,515	105,829	13,687	\$1,894,481			
TOTAL			\$5,825,591	\$4,967,708	\$857,883		\$1,894,481	\$1,564,386	\$330,094				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$10,089,901										

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 20 YEAR CONTRACT

YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	1991	1.046	11,627	11,627	0	11,627	10,667	10,667	0	10,667
3	1992	1.092	65,764	65,764	0	77,391	55,353	55,353	0	66,019
4	1993	1.140	108,247	64,880	43,367	185,639	83,587	50,099	33,488	149,606
5	1994	1.190	153,071	107,442	45,628	338,709	108,439	76,115	32,324	258,045
6	1995	1.243	200,358	152,353	48,004	539,067	130,219	99,019	31,200	388,264
7	1996	1.297	250,239	199,738	50,501	789,306	149,209	119,097	30,112	537,474
8	1997	1.354	302,851	249,726	53,125	1,092,157	165,670	136,609	29,061	703,143
9	1998	1.414	358,337	302,455	55,882	1,450,494	179,837	151,792	28,045	882,980
10	1999	1.476	430,707	371,491	59,216	1,881,200	198,309	171,045	27,265	1,081,290
11	2000	1.541	478,544	416,723	61,821	2,359,745	202,142	176,028	26,114	1,283,432
12	2001	1.609	528,487	463,945	64,541	2,888,231	204,806	179,794	25,012	1,488,238
13	2002	1.680	577,745	510,368	67,381	3,465,980	205,410	181,453	23,956	1,693,648
14	2003	1.754	577,976	287,630	70,346	3,823,955	116,764	93,819	22,945	1,810,412
15	2004	1.831	384,428	310,987	73,441	4,208,384	115,039	93,062	21,977	1,925,450
16	2005	1.911	699,027	622,355	76,672	4,907,411	191,910	170,860	21,049	2,117,360
17	2006	1.995	721,432	641,386	80,046	5,628,843	181,707	161,546	20,161	2,299,067
18	2007	2.083	751,532	667,964	83,568	6,380,375	173,659	154,349	19,310	2,472,726
19	2008	2.175	782,957	695,712	87,245	7,163,333	165,982	147,487	18,495	2,638,708
20	2009	2.271	815,765	724,681	91,084	7,979,098	158,658	140,943	17,715	\$2,797,366
TOTAL			\$7,979,098	\$6,867,229	\$1,111,869		\$2,797,366	\$2,369,136	\$428,230	
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$13,136,218							

INITIAL CAPITAL IMPROVEMENTS:

\$5,159,121

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 20 YEAR CONTRACT

WET SLIPS: 600		INITIAL CAPITAL IMPROVEMENT:										\$5,986,301	
DRY SLIPS: 0													
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$26,946	\$26,946	\$0	\$26,946	\$26,946	\$26,946	\$0	\$26,946			
2	1991	1.046	73,701	73,701	0	100,648	67,616	67,616	0	94,562			
3	1992	1.092	121,398	121,398	0	222,045	102,178	102,178	0	196,740			
4	1993	1.140	171,674	119,461	52,213	393,719	132,564	92,246	40,318	329,304			
5	1994	1.190	224,664	169,778	54,886	618,383	159,158	120,275	38,883	488,461			
6	1995	1.243	280,510	222,816	57,694	898,893	182,313	144,815	37,497	670,774			
7	1996	1.297	339,362	278,719	60,643	1,238,255	202,350	166,191	36,159	873,124			
8	1997	1.354	401,374	337,634	63,740	1,639,629	219,565	184,698	34,868	1,092,689			
9	1998	1.414	466,711	399,720	66,991	2,106,340	234,227	200,606	33,621	1,326,916			
10	1999	1.476	550,329	479,456	70,872	2,656,669	253,387	220,755	32,632	1,580,303			
11	2000	1.541	608,061	534,070	73,991	3,264,730	256,852	225,597	31,255	1,837,154			
12	2001	1.609	668,334	591,087	77,246	3,933,064	259,001	229,066	29,936	2,096,156			
13	2002	1.680	734,145	667,667	80,645	4,401,377	166,501	137,829	28,672	2,262,657			
14	2003	1.754	811,575	752,829	84,194	4,847,476	145,508	118,046	27,462	2,408,165			
15	2004	1.831	898,595	844,595	87,898	5,325,621	143,083	116,780	26,303	2,551,248			
16	2005	1.911	998,040	946,108	91,766	6,170,216	231,873	206,680	25,193	2,783,122			
17	2006	1.995	1,115,575	1,068,021	95,803	7,041,792	219,523	195,393	24,130	3,002,645			
18	2007	2.083	1,251,575	1,215,575	100,019	7,949,831	209,824	186,712	23,112	3,212,469			
19	2008	2.175	1,401,575	1,381,575	104,420	8,895,939	200,569	178,433	22,136	3,413,038			
20	2009	2.271	1,568,575	1,568,575	109,014	9,881,791	191,738	170,536	21,202	3,604,776			
TOTAL			\$9,881,791	\$8,549,756	\$1,332,035		\$3,604,776	\$3,091,398	\$513,378				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$15,868,092										

SENSITIVITY TO ADDING A CLUB FACILITY

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 15 YEAR CONTRACT

WET SLIPS: 250		INITIAL CAPITAL IMPROVEMENT: \$2,816,465									
DRY SLIPS: 0											
YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV	
1	1990	1.000	0	0	0	0	0	0	0	0	
2	1991	1.046	0	0	0	0	0	0	0	0	
3	1992	1.092	0	0	0	0	0	0	0	0	
4	1993	1.140	16,498	0	16,498	16,498	12,739	0	12,739	12,739	
5	1994	1.190	17,380	0	17,380	33,878	12,313	0	12,313	25,052	
6	1995	1.243	18,309	0	18,309	52,187	11,899	0	11,899	36,951	
7	1996	1.297	19,285	0	19,285	71,472	11,499	0	11,499	48,450	
8	1997	1.354	20,312	0	20,312	91,784	11,112	0	11,112	59,562	
9	1998	1.414	21,392	0	21,392	113,177	10,736	0	10,736	70,298	
10	1999	1.476	22,723	0	22,723	135,899	10,462	0	10,462	80,760	
11	2000	1.541	23,722	0	23,722	159,622	10,021	0	10,021	90,781	
12	2001	1.609	24,766	0	24,766	184,388	9,598	0	9,598	100,378	
13	2002	1.680	338,924	313,068	25,856	523,311	120,499	111,306	9,193	220,878	
14	2003	1.754	355,819	328,825	26,994	879,130	116,061	107,256	8,805	336,938	
15	2004	1.831	373,458	345,277	28,181	1,252,588	111,756	103,323	8,433	8448,694	
TOTAL			\$1,252,588	\$987,170	\$265,418		\$448,694	\$321,885	\$126,809		
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$4,069,053								

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 15 YEAR CONTRACT

NET SLIPS: 300		INITIAL CAPITAL IMPROVEMENT: \$3,263,385									
DRY SLIPS: 0											
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV	
1	1990	1.000	0	0	0	0	0	0	0	0	
2	1991	1.046	0	0	0	0	0	0	0	0	
3	1992	1.092	0	0	0	0	0	0	0	0	
4	1993	1.140	21,735	0	21,735	21,735	16,783	0	16,783	16,783	
5	1994	1.190	22,926	0	22,926	44,661	16,242	0	16,242	33,025	
6	1995	1.243	24,181	0	24,181	68,842	15,716	0	15,716	48,741	
7	1996	1.297	25,501	0	25,501	94,343	15,206	0	15,206	63,946	
8	1997	1.354	26,891	0	26,891	121,234	14,710	0	14,710	78,657	
9	1998	1.414	28,354	0	28,354	149,588	14,230	0	14,230	92,886	
10	1999	1.476	40,833	10,648	30,185	190,421	18,800	4,903	13,898	111,687	
11	2000	1.541	62,620	31,107	31,513	253,040	26,451	13,140	13,311	138,138	
12	2001	1.609	85,366	52,467	32,899	338,406	33,082	20,333	12,750	171,220	
13	2002	1.680	511,233	476,886	34,347	849,639	181,761	169,550	12,212	352,981	
14	2003	1.754	536,025	500,167	35,858	1,385,664	174,840	163,144	11,696	527,821	
15	2004	1.831	561,907	524,471	37,436	1,947,571	168,149	156,946	11,203	\$695,970	
TOTAL			\$1,947,571	\$1,595,745	\$351,826		\$695,970	\$528,014	\$167,955		
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$5,210,957								

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 15 YEAR CONTRACT

WET SLIPS: 400		INITIAL CAPITAL IMPROVEMENT:										\$4,264,310	
DRY SLIPS: 50													
YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	0	0	0	0	0	0	0	0			
4	1993	1.140	33,231	0	33,231	33,231	25,660	0	25,660	25,660			
5	1994	1.190	35,007	0	35,007	68,237	24,800	0	24,800	50,460			
6	1995	1.243	43,030	6,156	36,874	111,268	27,967	4,001	23,966	78,426			
7	1996	1.297	81,871	43,033	38,839	193,139	48,817	25,659	23,158	127,244			
8	1997	1.354	122,898	81,993	40,904	316,037	67,229	44,853	22,376	194,473			
9	1998	1.414	166,227	123,150	43,077	482,264	83,424	61,805	21,619	277,897			
10	1999	1.476	224,300	178,550	45,750	706,564	103,274	82,209	21,065	381,171			
11	2000	1.541	260,291	212,528	47,763	966,855	109,950	89,774	20,176	491,121			
12	2001	1.609	297,866	248,002	49,865	1,264,722	115,433	96,109	19,324	606,554			
13	2002	1.680	862,551	810,492	52,059	2,127,272	306,667	288,158	18,509	913,220			
14	2003	1.754	903,505	849,155	54,349	3,030,777	294,704	276,976	17,728	1,207,924			
15	2004	1.831	517,736	460,995	56,741	3,548,513	154,931	137,951	16,980	\$1,362,855			
TOTAL			\$3,548,513	\$3,016,054	\$534,459		\$1,362,855	\$1,107,496	\$255,359				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$7,812,823										

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 15 YEAR CONTRACT

WET SLIPS: 500		INITIAL CAPITAL IMPROVEMENT:										\$5,159,121	
DRY SLIPS: 50													
YEARS	YEAR	INFLATION FACTOR	MAF CASH FLOW	MAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV			
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
2	1991	1.046	0	0	0	0	0	0	0	0			
3	1992	1.092	4,012	4,012	0	4,012	3,376	3,376	0	3,376			
4	1993	1.140	46,495	3,127	43,367	50,506	35,902	2,415	33,488	39,279			
5	1994	1.190	91,318	45,689	45,628	141,824	64,692	32,368	32,324	103,971			
6	1995	1.243	138,605	90,601	48,004	280,429	90,084	58,884	31,200	194,055			
7	1996	1.297	188,486	137,985	50,501	468,915	112,388	82,276	30,112	306,443			
8	1997	1.354	241,098	187,973	53,125	710,013	131,889	102,828	29,061	438,332			
9	1998	1.414	296,584	240,702	55,882	1,006,597	148,846	120,800	28,045	587,177			
10	1999	1.476	368,954	309,738	59,216	1,375,551	169,877	142,612	27,265	757,054			
11	2000	1.541	416,791	354,970	61,821	1,792,343	176,057	149,943	26,114	933,111			
12	2001	1.609	466,734	402,192	64,541	2,259,076	180,875	155,863	25,012	1,113,986			
13	2002	1.680	1,088,664	1,021,283	67,381	3,347,740	387,058	363,102	23,956	1,501,043			
14	2003	1.754	633,682	563,336	70,346	3,981,422	206,693	183,748	22,945	1,707,737			
15	2004	1.831	660,135	586,694	73,441	4,641,557	197,543	175,566	21,977	\$1,905,280			
TOTAL			\$4,641,557	\$3,948,303	\$693,254		\$1,905,280	\$1,573,781	\$331,499				
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$9,800,677										

NAVSTA TREASURE ISLAND PPV MARINA PRO FORMA - 15 YEAR CONTRACT

NET SLIPS: 600		INITIAL CAPITAL IMPROVEMENT:									
DRY SLIPS: 0		\$5,986,301									
YEARS	YEAR	INFLATION FACTOR	NAF CASH FLOW	NAF PAYMENT	ESCROW ACCOUNT	CUMULATIVE CASH FLOW	CASH FLOW NPV	PAYMENT NPV	ESCROW NPV	CUMULATIVE NPV	
1	1990	1.000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2	1991	1.046	0	0	0	0	0	0	0	0	
3	1992	1.092	49,744	49,744	0	49,744	41,868	41,868	0	41,868	
4	1993	1.140	100,020	47,807	52,213	149,764	77,234	36,916	40,318	119,102	
5	1994	1.190	153,010	98,124	54,886	302,774	108,396	69,513	38,883	227,498	
6	1995	1.243	208,857	151,162	57,694	511,630	135,742	98,245	37,497	363,241	
7	1996	1.297	267,708	207,065	60,643	779,338	159,625	123,466	36,159	522,866	
8	1997	1.354	329,720	265,980	63,740	1,109,058	180,368	145,500	34,868	703,234	
9	1998	1.414	395,058	328,066	66,991	1,504,116	198,266	164,645	33,621	901,500	
10	1999	1.476	478,675	407,803	70,872	1,982,791	220,395	187,764	32,632	1,121,896	
11	2000	1.541	536,407	462,417	73,991	2,519,198	226,584	195,330	31,255	1,348,480	
12	2001	1.609	596,680	519,434	77,246	3,115,878	231,233	201,298	29,936	1,579,713	
13	2002	1.680	1,011,953	931,307	80,645	4,127,831	359,784	331,112	28,672	1,939,497	
14	2003	1.754	762,227	678,033	84,194	4,890,058	248,622	221,160	27,462	2,188,119	
15	2004	1.831	794,272	706,374	87,998	5,684,330	237,683	211,380	26,303	\$2,425,802	
TOTAL			\$5,684,330	\$4,853,316	\$831,014		\$2,425,802	\$2,028,198	\$397,605		
TOTAL w/ INITIAL CAPITAL IMPROVEMENTS			\$11,670,630								

APPENDIX N

**REQUEST FOR PROPOSALS
FOR
MARINA EXPANSION, OPERATION,
AND MAINTENANCE
AT
NAVAL STATION
TREASURE ISLAND, CALIFORNIA**

PREFACE

Appendix N was originally published separately by LMI as a sample request for proposals (RFP) with a restricted distribution. We reprinted it here with no changes.

**REQUEST FOR PROPOSALS
FOR
MARINA EXPANSION, OPERATION,
AND MAINTENANCE
AT
NAVAL STATION
TREASURE ISLAND, CALIFORNIA**

**RFP FOR MARINA EXPANSION, OPERATION,
AND MAINTENANCE**

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SUMMARY OF THE REQUEST FOR PROPOSALS

The intention of this solicitation is to obtain private-sector assistance in the operation and maintenance of a Navy marina complex. Formerly known as third party, private sector, or venture capital financing, "public/private ventures" are unique contractual partnerships between the United States Navy and the private sector. Such partnerships provide the Navy with significant opportunities to use the financial and managerial resources of the private sector to construct, operate, and maintain facilities and to provide services that might otherwise not be available due to lack of appropriated funds.

The United States Navy has selected Naval Station (NAVSTA) Treasure Island, east of San Francisco, California, as the first marina site to undertake this venture. The existing marina complex is filled to capacity and it needs to be expanded to accommodate unmet demand. There is waiting time for boat slip rental spaces among eligible patrons.

This Request for Proposals (RFP) has been structured to give the private sector the flexibility to use its unique expertise and experience in the marina business. In this way, the Government hopes to achieve higher operational efficiency and lower costs.

Existing marina facilities are owned by the Government and will be assigned to the Concessioner for the operation, maintenance, and management of the entire marina complex. Any capital improvements will be paid for by the Concessioner. The term of the contract is 25 years with two 10-year renewal options.

Each proposal will be evaluated for its ability to meet the needs of the Nonappropriated Fund Instrumentality (NAFI) in terms of providing service to the military community, maintaining the facility, providing capital improvements, and providing payments to the NAFI (Section VI). These factors will be weighted in the evaluation. The Contracting Officer may conduct written and oral negotiations with proposers. Offerors, in turn, will be provided an opportunity to submit "Best and Final" offers. Proposals are due by _____. Award will be made within 90 calendar days from the date proposals are due. The winning offeror will have

60 calendar days, from date of contract award, to take over full operation of the NAVSTA Treasure Island marina complex. The specified minimum capital improvements are to be constructed and ready for operation within 1 year after contract award.

Each proposal shall be in four parts. Part 1 will be a capital improvements proposal; Part 2, an operations and maintenance plan proposal; Part 3, an experience and history proposal; and Part 4, a concession fee payment proposal. Section V provides the detailed requirements for each of the four parts. Each part is limited in the number of pages that may be submitted to lessen the burden on both the proposer and the evaluator.

The capital improvements (design and construction) proposal will contain information to allow evaluation of the scope, design, construction, furnishings, fixtures, and equipment. Full designs are not required, only concepts.

The operations and maintenance proposal will provide information on how the proposer intends to operate and maintain the facilities. The maintenance plan will be incorporated into the concession contract.

The experience and history proposal will provide information on the offeror's experience in building, operating, and maintaining a marina complex. It will contain references of marinas owned, leased, or operated within the last 5 years. The Navy may make site visits or use other means to substantiate experience.

The concession fee proposal is the payment the contractor will make to the NAFI and will be based on a percentage of gross receipts.

The four-part proposal must be accompanied by a Bid Bond of \$50,000. Additionally, a Construction Performance Bond will be required from the successful offeror. Administrative information, such as where to submit the proposal, late submission, and the number of copies required, is provided in Section V.

We appreciate your interest in this project, and any questions about it should be addressed at the preproposal conference to be held on _____, 1989 at Building _____, NAVSTA Treasure Island, California.

SECTION I

DESCRIPTION OF THE CONCESSION AGREEMENT

A. Nature of Agreement

Proposals are solicited for an exclusive concession contract with the Navy's Non-Appropriated Fund Instrumentality (NAFI) to improve, operate, and maintain the existing marina complex at Naval Station (NAVSTA) Treasure Island, California. The successful Concessioner will be responsible for the operation and maintenance of the existing marina facilities, as well as the design and construction of improvements.

The successful Concessioner will be required to enter into a long-term concession contract (hereafter referred to as "contract") with the NAVSTA Treasure Island NAFI under the terms and conditions contained in Section III of this Request for Proposals (RFP); however, said terms and conditions shall be modified to the extent necessary to accommodate the successful Concessioner's proposal. The Concessioner's operations and maintenance plan will be incorporated into the concession contract as exhibits.

Any land assigned under this contract will be subject to any existing and or future easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil or sewer pipelines, or other facilities, as well as other requirements or conditions specified in Section III.

B. Purpose

The purpose and intent of this concession contract is for the expansion, operation, and maintenance of revenue-producing marina facilities for Navy patrons at affordable rates. This marina is located at the NAVSTA Treasure Island, California.

C. Contract Term

The term of this concession contract is 25 years with two 10-year renewal options.

D. Existing Site, Facility, and Sailboats

The existing marina complex and all associated equipment and rental sailboats at NAVSTA Treasure Island will be provided to the successful Concessioner at no charge. An inventory of the facilities, equipment, and boats is contained in

Exhibit B. Exhibit C contains site descriptions of the NAVSTA Treasure Island marina complex.

E. Eligible Users and Potential Market

1. Current Base Population

Information on the population of eligible users is provided in Exhibit D. The NAFI and the Government make no guarantee of numbers of users of the marina and shall make no payments to the Concessioner if the number of users falls short of a margin for profit. Furthermore, the NAFI will not excuse, reduce, or delay scheduled payments to the NAFI, or permit use of the capital improvement escrow funds for operations.

2. Eligible Users

The primary purpose of the Navy recreation program is to meet the recreation needs of active duty personnel and their dependents. Eligibility categories are as follows:

- a. Active duty personnel and their dependents assigned to the installation or supported directly by it through intraservice or interservice agreements.
- b. Navy active duty personnel and their dependents not assigned to the installation.
- c. Active duty personnel and their dependents of other Military Services.
- d. Military personnel retired with pay and their dependents.
- e. Service members of reserve components.
- f. Unremarried surviving spouses and other dependents entitled to commissary, exchange, and theater privileges.
- g. Unremarried former spouses and other dependents entitled to commissary, exchange, and theater privileges.
- h. Military personnel of foreign nations and their dependents, when authorized exchange privileges.
- i. DoD civilian employees and their dependents.
- j. Occasional guests of naval personnel.

k. Nonauthorized users attending special events approved by the NAFI or Commanding Officer.

l. Employees of other authorized Federal agencies.

F. Reimbursement Guarantee

Should the total authorized military strength of NAVSTA Treasure Island, be reduced by 50 percent or more from that strength at the time of contract award, and should this reduction last more than 90 consecutive days, the NAFI guarantees to reimburse the operator for contractor-installed capital improvements at their depreciated book value. The Concessioner shall be required to maintain records of the depreciated book value of capital assets in accordance with Generally Accepted Accounting Principals for discounting such assets.

G. Capital Improvements

The successful Concessioner shall make capital improvements to the marina and shore facilities at its own expense. The list of improvements in Exhibit F is the minimum required and the Concessioner shall complete these improvements within 1 year of contract award. The type of improvements and amount of money the Concessioner will spend on each of these improvements is part of its capital improvement plan which will be incorporated into the contract proposal and the successful Concessioner shall spend these amounts as a minimum. The offeror shall include in its proposal a conceptual site plan and schedule detailing the major milestones and dates required to provide these improvements within 1 year and future plans to accommodate out-year additional expansion.

In addition, this RFP affords the opportunity to guarantee additional capital improvements beyond those listed in Exhibit F. The number, concept, timing, and appropriateness of these additional improvements will count toward selection of the successful Concessioner. Attachment 1 provides some examples of additional capital improvements the NAFI would find favorable. It is by no means exhaustive, however, and the NAFI is relying on the experience of the private sector to offer lucrative and imaginative ideas. The design for all improvements shall be compatible with the existing marina docks and surrounding architectural patterns.

H. Acceptance

After written notification of the capital improvement's completion and Concessioner's receipt of all permits, the NAFI will conduct an acceptance inspection. Upon determination by the NAFI's representative that such facilities are in compliance with the terms and conditions of the concession contract, the NAFI will issue a certificate of acceptance.

Should the facilities not be in compliance with this contract, a list of deficiencies will be made by the NAFI and promptly given to the Concessioner. The Concessioner

shall promptly correct such deficiencies before the NAFI issues a certificate of acceptance.

In no event shall any capital improvements be placed in service until the NAFI has issued a certificate of acceptance.

I. Fees and Charges

Rental charges for slip rental, dry boat storage and boat rentals shall be fixed at the current rates for authorized users and be market rates for DoD civilians charged by local marinas within the San Francisco Bay area, California. The Concessioner's rental charges may not be adjusted more than once per calendar year and notice of rents changes must be preceded by a Concessioner's survey submitted to the NAFI.

The Concessioner will be free to determine the pricing for services and merchandise not related to rental of slips and boats. This includes sailing lessons, snack bar prices, amusements, and pro shop merchandise. Such price flexibility should enable the Concessioner to provide a full-service operation and still remain sensitive to market demands.

J. Capital Improvements and Major Repairs Escrow Account

In addition to the initial minimum capital improvements requirements specified in the RFP, the Concessioner shall pay 3 percent of the gross slip rental revenue into an escrow account starting at year 4 to ensure a continuous capital improvements and major repairs program over the term of the contract. Offerors will outline details of their program in accordance with Section V. Major repairs are defined as costing in excess of \$10,000 escalated at 5 percent per year, compounded. The Concessioner shall establish the interest bearing account with a local commercial bank or other third party approved by the NAFI. All costs, expenses, and other charges, if any, associated with the account shall be borne by the Concessioner. Monthly payments to this escrow account shall commence at the beginning of the second year of the contract term and shall continue for the remainder of the contract term including any option renewals. Upon expiration or sooner termination of the contract for any reason, all monies remaining in the account, including any interest earned, shall be paid to the NAFI.

K. Concession Payment

In return for the opportunity to manage and operate the marina complex, the Concessioner shall pay to the NAVSTA Treasure Island NAFI a concession fee for the term of this contract based on either a percentage of gross receipts or a guaranteed minimum lump sum payment, whichever is greater over the contract year. Gross receipts from each transaction, sale, or activity of the Concessioner shall be reported under one or more of the categories listed in Exhibit A, as applicable. Within 15 calendar days after the close of each and every month of the term hereof, the Concessioner shall file a report of gross receipts and make such payments to the

NAFI. Concessioners will propose a payment schedule which will be incorporated into the contract by completing Exhibit A in Section II of the RFP.

L. Inspections

The Concessioner shall allow Government and NAFI inspection at any time. These inspections may include construction reviews, investigation of customer complaints, health and fire hazard inspections, and visits to ensure contract compliance. In addition, "open book" accounting shall be maintained under this contract, and the NAFI shall have the right, during normal working hours, to audit accounts kept pursuant to the contract without advance notice.

In addition, the Concessioner shall be subject to all State and local inspections for compliance with State and local codes, ordinances, and regulations. Examples include sanitation, food service, and hazardous material use and storage.

M. Maintenance

The Concessioner shall, to the satisfaction of the Contracting Officer, keep and maintain the Government's premises and all improvements of any kind, which may be erected, installed, or made thereon by the Concessioner, in good and substantial repair and condition, including painting, and shall make all necessary repairs and alterations thereto. The Concessioner shall give prompt notice to the Contracting Officer of any fire or damage that may occur from any cause whatsoever.

The Concessioner expressly agrees to maintain the marina complex in a safe, clean, healthy, and sanitary condition to the complete satisfaction of the Contracting Officer and in compliance with all applicable laws. The Concessioner further agrees to provide proper containers for trash and garbage and to keep the premises free and clear of rubbish and litter. NAFI shall have the right to enter upon and inspect the said premises at any time for cleanliness and safety.

The Concessioner shall from time to time make any and all necessary repairs to, or replacement of, any equipment, boats, structure, or other physical improvement in order to comply with the Concessioner Operations and Maintenance Plan (Exhibit K), or as required in writing by the provision of this clause.

If the Concessioner fails to make any such repairs or replacements as required, the Contracting Officer may notify the Concessioner of said default in writing, and should the Concessioner fail to cure said default and make said repairs or replacements within a reasonable time as established by the Contracting Officer, NAFI may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, materials, and equipment, shall be charged against the Concessioner and shall become a part of the Concession Fee payment for the next period following the period of default.

N. Utilities

All utilities will be paid for by the Concessioner. The Concessioner shall install demand meters for any unmetered utilities to enable charges to be determined. Exhibit E lists current utility costs and shows availabilities. The Concessioner is not required to use any utility or service provided through the Navy but must coordinate delivery as required with NAVSTA Treasure Island. The offeror is responsible to confirm, as necessary, the accuracy of location and adequacy of service needed to prepare its proposal. Points of connection for public utilities are also indicated in Exhibit E.

In no event shall the NAFI be liable for an interruption or failure in the supply of any such utilities to the areas of concern of this contract.

O. Taxes

The successful Concessioner will assume sole liability for all Federal, state, and local taxes applicable to the property, income, and transactions of the concession.

P. Security and Fire Protection

Base Security and Fire Protection will be provided by NAVSTA Treasure Island in accordance with the installation's rules and regulations; however, the successful Concessioner will be required to conform with Navy Life Safety Requirements at all times during the contract term.

Physical security of the Concessioner's operations and facilities during the contract shall be the responsibility of the Concessioner. Security shall include the safe-keeping of all structures, facilities, equipment, all items for sale, and all records used in the management and operation of the marina.

SECTION II
CONTRACT ADMINISTRATION DATA

A. Contracting Administration for the Contract Resulting from this Solicitation

Commanding Officer
Naval Station Treasure Island
Treasure Island, California 94130

B. Contracting Officer's Representative

The Contracting Officer's Representative for this contract is:

Recreational Services Director
Naval Station Treasure Island
Treasure Island, California 94130

The Contracting Officer's Representative (COR) has only that responsibility and authority specifically delegated in the letter of appointment. The COR does not have any authority to bind the NAFI or the Government except for that cited in the letter of appointment.

SECTION III
CONCESSION AGREEMENT

This Concession contract made and entered into by and between the NAVSTA Treasure Island Morale, Welfare, and Recreation Fund, hereafter called the "NAFI," a Nonappropriated Fund Instrumentality of the U.S. Government and _____ hereafter called the "Concessioner."

WITNESSETH

That for consideration of the terms and conditions hereinafter set forth, and payments to be made as hereinafter stipulated, the said parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used throughout this contract agreement, the following items and abbreviations have the meanings set forth below:

- a. The term "Concession contract" means this agreement or order and any modifications hereto.
- b. The term "NAF" means Nonappropriated Funds and are monies other than those appropriated by the Congress of the United States.
- c. The term "NAFI" means the NAVSTA Treasure Island Morale, Welfare, and Recreation Nonappropriated Fund, an instrumentality of the United States Government, and includes all its assignees, designees, and successors in interest. The Fund includes all other nonappropriated fund instrumentalities of the United States that may have an interest in this contract, such as the Navy Morale, Welfare, and Recreation Nonappropriated Fund, their assignees, designees, and successors in interest.
- d. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.
- e. The term "Concessioner" means the party responsible for providing management and operation services to the NAFI under this contract agreement.

f. The term "book value" means the value of property as shown on the books of a business (Concessioner) and is determined to be the cost of the property less depreciation.

g. The term "gross receipts" means the total amount realized by the Concessioner for cash or credit, of services and merchandise sold under the terms of this contract exclusive of state or local sales tax.

h. The term "military users" means all eligible users.

ARTICLE 2 – TERM OF CONTRACT

a. The initial term of this Concession contract is for a period of twenty-five (25) years, commencing on _____ and ending on _____, unless terminated sooner in accordance with the provisions of ARTICLE 4.

b. Option to Extend. Subject to the NAFI's determination of Concessioner's satisfactory performance, the NAFI may decide to extend the term of this contract for a period of ten (10) years. The NAFI will give the Concessioner a preliminary written notice of its intent to extend the term of the contract at least 90 calendar days before the contract expires. The Concessioner shall, within 5 days of receipt of the NAFI's preliminary written notice, provide the NAFI with written notice of its intent to accept or decline the offer to extend the contract term. This contract may not be extended or amended in any respect except when agreed to in writing by the NAFI and the Concessioner.

c. If the NAFI exercises this option, the extended contract shall also include this option provision, thereby allowing the NAFI to extend the contract for an additional period of ten (10) years.

d. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 45 years.

ARTICLE 3 – EXPIRATION

Upon expiration of this contract, the NAFI may, at its option:

a. Negotiate a succeeding concession contract;

b. Compensate the Concessioner for his improvements in accordance with ARTICLE 5; or

c. Require the Concessioner within 60 calendar days after expiration or termination of this contract, to remove at its cost and expense all Concessioner-installed machinery, appliances, or fixtures as are not firmly affixed to said structures, buildings, or improvements. Should the Concessionaire fail to so remove said appliances or fixtures within said period, the Concessionaire shall lose all right, title, and interest in and thereto, and the NAFI may elect to keep the same upon the premises or to sell, remove, or demolish the same.

ARTICLE 4 - TERMINATION

a. Termination for Convenience. This contract will be automatically terminated in the event of the dissolution of the NAVSTA Treasure Island NAFI.

b. Termination for Default. The NAFI may terminate the Concession contract for default in the event the Concessioner violates any of the terms and conditions of this contract or any of the terms and conditions of any capital improvement, operations, management, or maintenance plans, or agreements herein required and continues and persists therein for 60 calendar days after written notice thereof by the Contracting Officer. In such event, the Concessioner shall be liable for damages including the excess costs incurred by the NAFI in resoliciting and renegotiating a new contract, and the reasonable costs incurred in performing any obligations on the part of the Concessioner to be performed by the NAFI.

c. Termination for Casualty. The Concessioner or the NAFI shall have the right to terminate this contract upon 30 days written notice to the prospective designated agents of the parties hereto in the event of damage to, or destruction of all of the improvements on the assigned property or such a substantial portion thereof as to render 50 percent or more of the improvements actually used by the Concessioner for its operations incapable of such use, but only if (i) the Contracting Officer has not, within 60 calendar days of such damage or destruction, either authorized or directed the repair, rebuilding, or replacement of the improvements, or made provisions for payment of such repair, rebuilding, or replacement by application of insurance proceeds or otherwise or (ii) the repairs, rebuilding, or replacement cannot reasonably be expected to be substantially completed within 6 months of the damage or destruction, and further that (iii) such damage or destruction was not occasioned by fault or negligence of the Concessioner or any of its officers, agents, servants, employees, licensees, or invitees, or by any failure on the part of the Concessioner to full perform its obligations under this contract.

d. Any termination of this contract shall terminate all rights, duties, and obligations between the parties, except as to the disposition of improvements as discussed in ARTICLE 5.

ARTICLE 5 - DISPOSITION OF IMPROVEMENTS

a. Subject to the provisions of ARTICLE 6, but withstanding any other provisions of this contract, title to Concessioner improvements shall remain the property of the Concessioner for the term of the contract. Concessioner interests do not include any interest in the assigned land upon which the improvements are located.

b. At any point during the contract and with the Contracting Officers' approval, the Concessioner may donate by transfer of title, all Concessioner improvements at no cost to the NAFI on behalf of the U.S. Government. The

Concessioner shall execute any documents necessary to transfer title to the NAFI free and clear of any liens or claims in favor of the Concessioner.

c. At expiration or earlier termination of this contract in whole or in part, the Concessioner shall, at the option of the NAFI:

1. Remove the improvements and restore the assigned property to the satisfaction of the NAFI, or

2. All property not so removed shall be deemed abandoned by the Concessioner and may be used or disposed of by the NAFI in any manner whatsoever without any liability to account to Concessioner, but such abandonment shall not reduce the obligation of the Concessioner to restore the premises.

3. Transfer title to the NAFI for all Concessioner improvements made upon NAFI property, except Concessioner signage and trade equipment. Compensation shall be determined in accordance with ARTICLE 6d.

ARTICLE 6 - COST REIMBURSEMENT

a. In the event of Termination for Convenience, the NAFI will reimburse the Concessioner for Concessioner-installed improvements at their depreciated book value.

b. In the event of Termination for Default, the NAFI will make no payment for Concessioner improvements.

c. The Concessioner shall be required to maintain records of the unamortized value of capital assets in accordance with Generally Accepted Accounting Principles for discounting such assets.

d. Upon expiration of this contract and in the event the NAFI exercise its option to obtain title to Concessioner improvements under ARTICLE 5, the NAFI shall pay a total sum of \$1.00 or the depreciated book value of improvements, whichever is greater. The Concessioner will have the right to remove all signage and trade equipment.

ARTICLE 7 - REIMBURSEMENT GUARANTEE

Notwithstanding the provisions of ARTICLE 6, the NAFI guarantees to reimburse the Concessioner for Concessioner-installed capital improvements at their certified depreciated book value if and when the authorized military strength at the NAVSTA Treasure Island should be reduced by 50 percent or more for a period exceeding 90 consecutive days, existing at the time of contract award. In the event of the exercise of the reimbursement guarantee, the concession contract shall be terminated.

ARTICLE 8 - CONCESSION FEE

In return for the privileges granted herein, the Concessioner shall pay to the NAVSTA Treasure Island NAFI a fee for the term of this contract as follows:

a. The Concessioner shall pay, on a monthly basis, a schedule of payments in terms of a percentage of gross receipts or a guaranteed minimum lump sum payment, whichever is greater, in the amounts indicated in Exhibit A attached hereto and by this reference made a part hereof.

b. Payments shall be based on gross receipts, exclusive of State of California and/or local sales taxes, and shall be paid to the NAFI within 15 days after the last day of each month that the Concessioner operates and shall be accompanied by a certified statement showing detailed receipts. All concession fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner through the Treasury Financial Communications System.

c. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury.

d. The Concessioner shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and acceptable to the NAFI. The Concessioner shall furnish to the NAFI, within ninety (90) days after the end of each operating year, a balance sheet, a profit and loss statement, a statement of total compensation (salaries, wages, bonuses, and dividends) paid as a result of the operations authorized under this contract, any other financial documents required by the NAFI. If the annual gross receipts exceed \$250,000, the Concessioner shall have the financial statements audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by regulatory authority of a state or other subdivision of the United States.

ARTICLE 9 - OPERATIONS AND MANAGEMENT

The NAFI authorizes the Concessioner during the term of this contract to provide for the operations and management of a marina complex at NAVSTA Treasure Island as follows:

a. The Concessioner shall provide on-site, professional management as well as the necessary plant, personnel, equipment, sailboats, and commodities required to provide herein described services.

b. Rents and Charges. Rental charges for slip rental, dry boat storage, and boat rentals shall be fixed at the current rates for currently authorized users; rental charges shall be at market rates for DoD civilians.

The Concessioner's rental charges may not be adjusted more than once per calendar year and notice of fee changes must be preceded by a Concessioner's survey submitted to the NAFI 30 calendar days prior to the anniversary of the concession license award.

The Concessioner will be free to determine the pricing for services and merchandise not related to slips and boat rentals. This includes sailing lessons, snack bar prices, amusements, and pro shop merchandise. Such price flexibility should enable the Concessioner to provide a full-service operation and still remain sensitive to market demands.

All rental charges by category shall be posted plainly for marina users. NAFI approved adjustments of rent structures shall be posted at least 30 calendar days prior to the new rent structure going into effect.

c. Hours of Operation. Hours of operation will be determined by the Concessioner. The marina will be operated year round.

d. Government Rules and Regulations. Rules, regulations, and directives that are in effect or are issued during the contract term by the Department of the Navy and subordinate commands under their responsibility for law, order, administration, or security on the installation shall be applicable to all concessioner personnel or representatives who enter the installation. These requirements include, but are not limited to, vehicle registration, maintenance of good order and discipline, security checks, control of drugs and alcohol, and building signage.

e. Products and Services. All supplies, services, and food required to perform this Concession contract shall be provided by the Concessioner at its own expense. Title to such products and supplies shall remain with the Concessioner until sold or otherwise disposed of.

f. Chandlery. The Concessioner shall maintain the chandlery, if provided, with sailing accessories and related items for the convenience of marina users.

g. Food and Beverage Operations. The Concessioner may provide a food and beverage service operation for the convenience of marina users. The Concessioner shall comply with all Federal, state, and local ordinances in the serving of food and beverages.

h. Promotion and Advertising. Promotion and advertising shall be the full responsibility of the Concessioner. The Concessioner will not present in any manner, expressed or implied, that his products or services are approved by any element of the United States Government.

i. Employment Practices. The Concessioner shall be responsible for hiring, managing, and firing all employees working at the marina complex.

The Concessioner shall give NAFI employees, displaced as a result of the conversion to contract performance, the right of first refusal for employment under

the provisions of the contract, at wages and benefits to be determined by the Concessioner. NAFI employees accepting employment with the Concessioner shall not be subject to arbitrary dismissal for a period of at least 180 calendar days after accepting employment.

The Concessioner is liable to pay appropriate fees, taxes, and funds in behalf of Federal, state, and local governments and convey these funds to appropriate authorities.

j. Trash Removal. The Concessioner shall be responsible for timely removal of all trash from its operations. This trash shall be removed from the NAVSTA Treasure Island at least once per week.

k. Insurance. The Concessioner assumes the full responsibility for loss or damage to his owned or leased improvements and equipment as well as U.S. Government property made available under the terms of this contract. The Concessioner shall, at its own expense, and with a company acceptable to the contracting officer, provide and maintain during the entire performance period of this contract insurance of all property used in the operation against theft, fire, storm, flood and damage or destruction at least in the kinds and minimum amounts of insurance listed below:

<u>Type of Insurance</u>	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
Automobile Liability	\$300,000	\$1,000,000	\$100,000
Worker's Comp.	As Required		
Other as required by state law			

Policies may not be canceled without adequate substitution before cancellation. Two copies of insurance certificates shall be provided to the NAFI prior to contract award.

l. Permits, Licenses, and Taxes. The Concessioner shall, at its own expense, obtain all permits, give all necessary notices, pay all license fees, and comply with all state, municipal, and national laws, rules, ordinances, and regulations, and assume complete sole liability for all national and local taxes applicable to the property, income, and transactions of the concession.

m. The Concessioner shall comply with all standards established pursuant to Federal, State, or local labor laws, such as those concerning equal opportunity, minimum wages, child labor, hours of work, and safety that apply in Florida.

Concessioner shall comply with Federal child labor regulations regardless of its annual volume of business or any other exemption provided by Federal law.

n. Representation. The Concessioner shall not represent or permit himself to be represented to the public as an agent or employee of the NAFI or the Government by the use of the name of the NAFI on letters, bills, signs, or by any other means. Concessioners are in no sense agents of the United States, the NAFI, the commanding officer of NAVSTA Treasure Island, or of any other entity having to do with the operation of NAFI business.

o. Government Property. The Concessioner shall not sell or remove any property owned by the NAFI or the Government without the prior written approval of the Contracting Officer.

p. News Releases. The Concessioner shall not issue news releases (including photographs and film, public announcements, or denial or confirmation of same) on the subject matter of this contract or any phase of any program hereunder without the prior written approval of the Contracting Officer.

q. Relationship with the NAFI. The NAFI and the Concessioner agree that the services to be delivered under this contract are non-personal services and the parties further recognize and agree that no employer-employee relationship exists or will exist under the contract between the NAFI and the Concessioner or between the NAFI and the concessioner personnel. Concessioner personnel shall be responsible solely to the Concessioner, who in turn, shall be accountable to the NAFI.

r. Gambling. The Concessioner shall not engage in or permit gambling or any gambling device on the premises.

s. Special Events. Any events that include nonauthorized users require advance written approval of the Contracting Officer.

ARTICLE 10 - UTILITIES

a. All utility services, metering, and connection costs shall be paid for by the Concessioner. Costs and availabilities for Government-provided utilities are provided in Exhibit E.

b. All costs for telephone and communications services associated with this Concession contract will be the Concessioner's responsibility.

c. In no event shall the NAFI be liable for an interruption or failure in the supply of any such utilities to the areas of concern of this contract.

d. The Concessioner may, with the written approval of the Contracting Officer, secure any utility service at its own expense from other sources.

ARTICLE 11 - TAXES

a. The Concessioner shall assume complete liability for all taxes applicable to its property, income, and all of its transactions during the term of the contract. The Concessioner will not be reimbursed by the NAFI for any direct or indirect tax imposed on it by Federal, state, or local authorities. Where a state law imposes a sales tax on the sale of an item or service by the Concessioner to the patron, the sales tax shall be collected from the patron.

b. The Concessioner shall promptly pay any and all taxes which may be lawfully imposed by any state or its political subdivisions upon its improvements or business.

ARTICLE 12 - EXISTING SITE AND FACILITIES

a. Site. The Government assigns for use by the Concessioner, during the term of this contract, a parcel of land and marina at NAVSTA Treasure Island necessary to conduct the operations authorized under this contract. Attachment 8 contains site descriptions of the NAVSTA Treasure Island marina facilities.

b. The NAFI shall have the right at any time to enter upon the land and improvements assigned to the Concessionaire for any purpose he may deem reasonably necessary for the administration of the area or for the provision of services.

c. Facilities. The NAFI facilities assigned to the Concessioner are all permanent structures including all marina facilities and all associated equipment and furnishings at NAVSTA Treasure Island. "NAFI facilities" mean buildings, structures, utility systems, fixtures, equipment, and other improvements on the assigned parcel of land and adjacent waterfront constructed or acquired by the Government and provided by the NAFI for the purposes of this contract. An inventory of the facilities, equipment, and sailboats is contained in Exhibit B.

ARTICLE 13 - MAINTENANCE

a. The Concessioner shall give prompt notice to the Contracting Officer of any fire or damage that may occur from any cause whatsoever. The Concessioner shall, to the satisfaction of the Contracting Officer, keep and maintain the Government's premises and all improvements of any kind, which may be erected, installed, or made thereon by the Concessioner, in good and substantial repair and condition, including painting, and shall make all necessary repair and alterations thereto.

b. The Concessioner expressly agrees to maintain the marina complex in a safe, clean, wholesome, and sanitary condition to the complete satisfaction of the Contracting Officer and in compliance with all applicable laws. The Concessioner further agrees to provide proper containers for trash and garbage and to keep the premises free and clear of rubbish and litter. NAFI shall have the right to enter upon and inspect the said premises at any time for cleanliness, safety, and healthiness.

c. The Concessioner at its own cost and expense shall from time to time make any and all necessary repairs to, or replacement of, any equipment, structure, or other physical improvement whether NAFI or government owned, in order to comply with the Concessioner's Operations and Maintenance Plan (Exhibit K), or as required in writing by the provision of this clause. At the end of the useful lives of bowling center equipment and furnishings, the Concessioner shall replace such equipment and furnishings at its expense; replacements, if not built-in equipment, will remain the property of the Concessioner and may be removed at the end of the contract. The Concessioner shall not sell or remove any NAFI or Government owned equipment or furnishings without the written approval of the Contracting Officer. If the Concessioner fails to make any such repairs or replacements as required, the Contracting Officer may notify the Concessioner of said default in writing, and should the Concessioner fail to cure said default and make said repairs or replacements within a reasonable time as established by the Contracting Officer, NAFI may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, materials, and equipment, shall be charged against the Concessioner and shall become a part of the Concession Fee payment for the next period following the period of default.

d. The design, repair plan, and schedule for all facility repairs and maintenance in excess of a minimum cost must be approved in writing by the NAFI prior to commencement. This minimum cost shall be \$10,000 at the time of contract award and shall be raised at the beginning of each fiscal year at the rate of 5 percent compounded annually and rounded to the nearest \$ 100. The Concessioner shall present the general concept of each repair to the NAFI which will disapprove it or approve it pending favorable review of a detailed submission. The Concessioner shall then submit details of the proposed design, materials, and schedule for final NAFI approval. This approval will not be unreasonably withheld.

e. To ensure that a high standard of physical appearance, operations, and repair and maintenance is maintained, appropriate inspections will be carried out jointly by the NAFI and the Concessioner.

ARTICLE 14 – CONCESSIONER IMPROVEMENTS

a. Definition. "Concessioner Improvements" mean docks, buildings, structures, fixtures, equipment, and other improvements, upon the assigned land and waterfront, provided by the Concessioner for the purposes of this contract. *Concessioner's improvements do not include any interest in land.*

b. Construction of Improvements. During the term of this contract, the Concessioner shall, at his own expense, design, construct, erect, replace, install and maintain buildings, and/or other structures and improvements as agreed to. The exterior design of all improvements shall be generally compatible with the existing architectural pattern. All improvements constructed shall be and remain the property of the Concessioner for the term of the contract.

No buildings, docks, structures, or improvements shall be constructed, erected, or installed on the premises nor shall any permitted building, structure and other improvements be materially altered without the express written permission of the Contracting Officer.

The Concessioner, at its own cost, shall obtain all applicable plan and environmental reviews and inspection services from local building officials and/or professionals licensed to provide those services, and certify in writing to the NAFI that all construction complies with the approved plans and specifications. The Contracting Officer may request the Concessioner to obtain reviews or inspections in addition to those required by local building officials. Government monitoring and acceptance shall not relieve the Concessioner of its responsibilities to construct the facilities in accordance with the provisions of this contract and to obtain all required permits and approvals.

The Concessioner shall be responsible for securing any permits required for construction, and shall be required to coordinate the construction activity with the NAFI and Public Works Center. Government inspectors shall be permitted to inspect the work site at any time.

c. Construction Schedule. All required capital improvements specified in Exhibit E shall be constructed in 730 calendar days (2 years) after contract award. Unless delay is due to causes beyond the control and without fault or negligence of the Concessioner and/or those engaged in the construction of improvements, failure of the Concessioner to construct improvements shall constitute a default of the Concession contract.

Therefore, in accordance with Exhibit L hereto, the Concessioner shall submit a final schedule within ten (10) calendar days after award of the concession contract. The schedule is to be used by the Concessioner for planning, organizing, and directing the construction work. During construction an updated version of the schedule will be submitted to the NAFI on a monthly basis. If there are changes to the project not reflected by the latest monthly update, the Concessioner shall provide another update reflecting all of the changes within five (5) calendar days. The Concessioner shall also submit a narrative report with the updated schedule which shall include a description of problem areas, any delaying factors, an explanation of corrective action and an estimate of the completion percentage.

The Concessioner shall submit a detailed construction schedule for the required capital improvements within 30 calendar days after award of the concession contract. The construction schedule is to be used by the Concessioner for planning, organizing and directing the construction work.

d. Design Submittals. For those required capital improvements requiring completion within 1 year of concession contract award, the Concessioner shall provide to the Contracting Officer within 90 days after award, five copies of all final construction drawings and planning documents, plus one reproducible set of all drawings and five copies of design calculations submitted for review to all applicable

permitting agencies. These submittals must meet the requirements of the contract and comply with all applicable provisions contained in appropriate codes and ordinances for which consistency reviews and approvals are required.

e. **Applicable Codes, Ordinances, and Standards.** The Concessioner shall comply with all codes and ordinances applicable to the operation of the marina and at its own expense obtain all necessary permits and related items.

1. Concessioner agrees that at or prior to submission of any plans, specifications or applications for permit with respect to compliance with applicable codes, laws and regulations, Concessioner shall provide the Contracting Officer or his designated representative with a copy of each such submission. In addition, Concessioner shall submit a complete copy of any approved plans, specifications and permits.

Improvements shall meet all local and state environmental protection standards and requirements and comply with the National Environmental Protection Act (NEPA) requirements.

2. **General Life Safety Compliance.** Design, construction, and operations shall conform to the building laws of the local jurisdiction and the standards and criteria specified herein applicable at the time proposals are due. In the event of conflict or inconsistency between the standards and local codes, those which are more restrictive will govern. Any provisions of the local codes relating to requirements for obtaining state and/or local inspections or permits are applicable. Responsibility for obtaining all permits and licenses and for complying with local, county, and state codes or regulations is solely that of the Concessioner.

3. **OSHA Criteria.** The Concessioner agrees to comply with the Occupational Safety and Health Administration (OSHA) safety and health standards which are contained in Title 29 of the Code of Federal Regulations (29 CFR).

4. **Physical Handicapped Criteria.** The Concessioner agrees to comply with the "Uniform Accessibility Standards" which are contained in the Federal Register, Volume 49, Number 153 of August 7, 1984, as amended by 51 FR 18647 of May 21, 1986.

5. **Local Health and Occupancy Criteria.** The Concessioner agrees to comply with applicable local standards governing health, sanitation, and pest control, and to maintain current occupancy certificates or permits, as required.

6. **Specific Applicable Criteria.** Concessioner improvements shall comply as a minimum with the following codes and standards:

American Society for Testing and Materials (ASTM)

ASTM E-84 (1986) Standard Test Method for Surface Burning Characteristics of Building Materials

ASTM E-336 (1984) Measurement of Airborne Sound Insulation in Buildings, Test Method for ASTM C-423 (1984) Sound Absorption and Sound Absorption Co-Efficients by the Reverberation Room Method.

American National Standards Institute (ANSI)

ANSI C2-84 National Electrical Safety Code

American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

ASHRAE Standard 90-A (1980) Energy Conservation in New Building Design

National Fire Protection Association (NFPA)

NFPA 10 Standard for Portable Fire Extinguishers

NFPA 13 Standard for Installation of Sprinkler Systems

NFPA 14 Standard for Standpipes and Hose Systems

NFPA 24 Private Fire Service Mains and Appurtenances

NFPA 70 National Electric Code (1987)

NFPA 101 Code for Safety to Life from Fire in Building and Structures (1985)

NFPA 1221 Public Fire Service Communications (1984)

Basic National Building Code (BOCA)

Basic National Building Code, 1987

Uniform Plumbing Code (UPC)

Uniform Plumbing Code, 1979

7 Specific Technical Criteria. Concessioner improvements shall comply as a minimum with the specification contained in EXHIBIT _____.

f. Approval of Capital Improvements. The design, construction plan, and schedule of all capital improvements must be approved in writing by the Contracting Officer prior to commencement of construction. This applies to the required improvements in Exhibit F, any guaranteed additional improvements offered in the Concessioner's proposal, and any future improvements the Concessioner may propose.

Construction is not to commence until the Contracting Officer has reviewed the final construction plans and specifications and only after all approvals and

permits have been secured from appropriate issuing bodies. Such review does not constitute approval or acceptance of any variations from the contract or from the proposal unless such variations have been specifically pointed out in writing by the Concessioner and specifically approved in writing by the Contracting Officer. Piecemeal submission normally will not be acceptable. However, to expedite project development, the Contracting Officer may accept a submission for site development, and if found satisfactory, allow the Concessioner to proceed with earthwork and other elements of site development while the construction plans and specifications for total work are completed, provided site preparation work permits are secured from local review agencies.

Contract completion time shall include adequate time for NAFI review of drawings, plans, and specifications. Normally the NAFI will not require more than 30 days for review of the construction drawings, plans, and specifications submissions since the NAFI will be guided by the detailed review and approvals issued by the appropriate public review agencies and since partial reviews are not contemplated, except possibly for site development, time spent by the NAFI on such submissions will not be chargeable against the cited 30 days. Final construction plans and specifications found to be not in compliance with the contract and proposal will be returned to the Concessioner for correction and resubmission. Under such circumstances the NAFI shall have a 15 day review period adjusted to commence upon receipt of the revised submittals with no increase in the total contract completion date provided.

ARTICLE 15 – ACCEPTANCE INSPECTION

a. Within 10 calendar days after written notification of each improvement's completion and Concessioner's receipt of all permits, the NAFI will conduct an acceptance inspection in order to ensure compliance with the terms and conditions of this contract. The notification to be provided to the NAFI shall be accompanied by copies of all necessary final permits (including occupancy permit) issued by the appropriate local government agencies, and by a physical survey and inspection report of each part of the work to be accepted by the NAFI, reflecting the then-physical condition. To facilitate this inspection, the Concessioner shall deliver to the Contracting Officer 2 full size sets of construction drawings, accurately marked in red with adequate dimensions, to show all variations clearly indicating "As-Built" conditions.

b. Upon determination by the NAFI's representative that the facilities are in compliance with the terms and provisions of this RFP and the contract herein, the Contracting Officer will issue a certificate of acceptance to the Concessioner.

c. Should the facilities not be in compliance with the provisions of contract herein, a list of deficiencies will be made by the NAFI and given to the Concessioner within 10 days of notification. The Concessioner shall promptly correct such deficiencies before the NAFI issues a certificate of acceptance and the space is opened for business.

d. Upon completion of Concessioner improvements, the Concessioner shall prepare and submit in writing a certified statement of Concessioner funded costs (supported by invoices) applicable to the design and construction. The statement shall be in sufficient detail to substantiate the depreciation schedule for each improvement.

ARTICLE 16 – CAPITAL IMPROVEMENTS AND MAJOR REPAIRS ESCROW ACCOUNT

a. The Concessioner shall pay 3 percent of the gross slip rental revenue into an interest bearing escrow account to ensure continuous performance of a capital improvements and major repairs program over the term of the contract. The money and any interest it earns may be used by the Concessioner towards capital improvements not covered in Exhibit L. It may also be used for major repair projects in excess of a minimum cost. This minimum cost shall be \$10,000 at the time of contract award and shall be raised at the beginning of each fiscal year at the rate of 5 percent compounded annually and rounded to the nearest \$100.

b. The Concessioner shall establish an interest-bearing account with a local commercial bank or other third party approved by the Contracting Officer. All costs, expenses, and other charges, if any, associated with the account shall be borne by the Concessioner. Monthly payments to this capital improvements and major repairs escrow account shall commence at the beginning of the second year of the contract term and shall continue for the remainder of the contract term including any option renewals. Upon expiration or sooner termination of the contract for any reason, all monies remaining in the account, including earned interest, shall be paid to the NAFL.

ARTICLE 17 – BONDS

a. Guaranty Bond. To assure the execution of the Concession contract and the performance bonds, each offeror shall submit with its bid a guaranty bond (Standard Form 24, Attachment 3) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in Section V. Security shall be in the sum of \$50,000. The bid guaranty shall be accompanied by a verifax or other facsimile copy of the agent's authority to sign bonds for the surety company.

b. Construction Performance Bond. Within ten (10) days after award of the Concession contract, the Concessioner will be required to furnish two (2) copies of a construction performance bond (Standard Form 25, Attachment 4), with good, sufficient, and acceptable sureties, to be in effect until the initial two-year capital improvement phase of the Concession contract is complete. This bond will be furnished prior to the commencement of contract performance. The penal sum of the bond shall equal 100 percent (100%) of the Concessioner's cost of construction, as shown in Exhibit L.

c. Concession Fee Payment Bond. Within ten (10) days after award of the Concession contract, the Concessioner will be required to furnish two (2) copies of a

payment bond, with good, sufficient, and acceptable sureties, to be in effect until the initial twenty (20) year term of the Concession contract is complete. This bond will be furnished prior to the commencement of contract performance. The penal sum of the bond shall equal 100 percent (100%) of the Concessioner's total guaranteed minimum payments, as shown in Exhibit A.

ARTICLE 18 – SERVICES TO BE PROVIDED BY THE GOVERNMENT

a. General Base Security, as described by the rules and regulations of the NAVSTA Treasure Island (see Exhibit G) except that security of construction areas, materials, and operations during the construction period; and internal security specific to the operation of the bowling center are the responsibility of the Concessioner.

b. Fire Protection, as described by the rules and regulations of the NAVSTA Treasure Island (see Exhibit H).

c. Utilities, with regard to the requirements outlined in ARTICLE 10 and as described in Exhibit E of this contract, unless contracted for directly with the utility companies.

d. All services not specifically designated to be provided by the Government or the NAFI are the responsibility of the Concessioner.

ARTICLE 19 – ASSIGNMENTS OR SALE OF INTERESTS

a. The Concessioner shall not assign or otherwise sell or transfer responsibilities under this contract, nor sell or otherwise assign or transfer a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership without the prior approval of the Contracting Officer. Such approval shall not be unreasonably or arbitrarily withheld so long as such assignee or purchaser has both experience and expertise in the development, construction, management, and operation of marina (or if it does not have such experience or expertise, it retains a reputable management agent which does) and a net worth acceptable to the NAFI, and consists of reputable individuals who have no conflicts of interest with the NAFI.

b. The Concessioner shall not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized under this contract.

c. No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the Concessioner, including this contract, except for the purposes of constructing, installing, enlarging, or improving facilities or equipment required under the terms and conditions of the contract.

d. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any

assignees thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the NAFI.

ARTICLE 20 - CHANGES

a. The Contracting Officer may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:

1. Description of services to be performed
2. Time of performance (i.e., hours of the day, days of the week, etc.)
3. Place of performance of the services
4. Specifications or requirements.

b. If any such change causes an increase or decrease in the Concessioner's cost of, or the time required for, performance under this contract, whether or not changed by the order, the Contracting Officer shall modify the Concession contract by:

1. Making an equitable adjustment in the concession fee payment, or
2. Revising the construction delivery schedule, or
3. Both.

c. If such change causes an increase in cost under this contract, the Concessioner must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the receipt of written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before the final concession fee is paid.

d. Failure to agree to any adjustment shall be a dispute under the DISPUTES clause (ARTICLE 25). However, nothing in this clause shall excuse the Concessioner from proceeding with the contract as changed.

e. No services or work for which an additional cost or fee will be charged by the Concessioner will be furnished without the prior written authorization of the Contracting Officer or a designated representative of the Contracting Officer.

ARTICLE 21 - TIME EXTENSIONS

The Concession contract will not be terminated nor the Concessioner charged with resulting damage if delays arise from unforeseeable cause beyond the control of the Concessioner and/or his contractors, subcontractors, suppliers, or another NAFI Concessioner or contractor. However, the Concessioner shall notify the Contracting Officer, in writing, of any delay within ten (10) calendar days after it begins. The

Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant an extension when justified.

ARTICLE 22 – SEVERABILITY AND REMEDIES

a. If this Concession contract or any term or provision thereof or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Concession contract, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Concession contract shall remain valid and be enforced to the fullest extent permitted by law.

b. The specified remedies to which the NAFI may resort under the terms of this Concession contract are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the NAFI may be lawfully entitled in case of any breach or threatened breach by the Concessioner of any provisions of this Concession contract. The failure of the NAFI to insist in any one or more cases upon the strict performance of any other the covenants of the Concession contract on the part of the Concessioner to be performed or to exercise any option herein contained shall not be constructed as a waiver or relinquishment for the future of such covenant or option.

ARTICLE 23 – STANDARDS OF PERFORMANCE

The Concessioner shall be responsible for assuring that the operations authorized under the contract provide service to the best standards prevailing for similar businesses. The service rendered by the Concessioner shall at all times be orderly and sufficient to meet the reasonable demands of the authorized users.

The NAFI reserves the right to object to the services or any particular conditions of the contracted properties where it finds and deems that the services or conditions fail to meet the best standards prevailing for similar businesses. The NAFI shall submit to the Concessioner a written notification of any objections. The Concessioner shall correct any unsatisfactory services or conditions within 30 calendar days of written notification. If the Concessioner cannot correct the problem within 30 days, the Concessioner shall contact the Contracting Officer to arrange a mutually acceptable timetable for correction. When the NAFI determines that the unsatisfactory services or conditions threaten the authorized user's health, safety, or welfare, the NAFI will notify the Concessioner verbally or in writing. (If notification is verbal, the NAFI will confirm in writing within 2 days.) If deemed necessary by the NAFI, the Concessioner agrees to discontinue and/or stop the threatening services and/or the areas of concern immediately upon notification. The Concessioner shall correct the problem or submit a corrective action plan within 5 calendar days of notification. The NAFI will accept or reject the plan within 5 calendar days of receipt. In the event the Concessioner fails to correct the problem or to submit a corrective action plan within 5 calendar days, and the services or conditions continue to threaten the authorized user's health, safety, or welfare, and

the NAFI wishes to correct the problem, the Concessioner agrees to allow the NAFI to correct the problem and to pay the costs incurred by the NAFI in doing so.

ARTICLE 24 - EXPANSION

The Concessioner may expand or enlarge the facilities or services beyond the minimum required capital improvements upon approval from the Contracting Officer. The Concessioner shall submit a written proposal of any expansion with all specifications to the NAFI and receive written approval before construction of the facilities or services.

These additional facilities shall become part of the original terms of this contract and, upon completion and acceptance, shall become property of the NAFI.

ARTICLE 25 - DISPUTES

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his decision in writing and mail or otherwise furnish a copy of it to the Concessioner. Within 90 days from the date of receipt of such copy the Concessioner may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals and the decision of the Board shall be final and conclusive provided that if no such appeal is filed the decision of the Contracting Officer shall be final and conclusive. The Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, however, the Concessioner shall proceed diligently with the performance of the contract and in accordance with the decision of the Contracting Officer unless directed to do otherwise by the Contracting Officer.

b. The "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraph above, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 26 - LAW GOVERNING CONTRACTS

In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

ARTICLE 27 - LEGAL STATUS

The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

ARTICLE 28 - EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Concessioner agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and records of the Concessioner directly pertaining to the contract during the period of the contract and until the expiration of 3 years after the final payment under the contract.

b. The Concessioner agrees to include the above clause in all subcontracts hereunder which exceed \$10,000.

ARTICLE 29 - ASSIGNMENT

Concessioner may not assign his rights or delegate his obligations under this contract without prior written consent of the Contracting Officer.

ARTICLE 30 - GRATUITIES

a. The NAFI may by written notice to the Concessioner, terminate the right of the Concessioner to proceed under this contract if it is found after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Concessioner, or any agent or representative of the Concessioner, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided herein the NAFI shall be entitled (i) to pursue the same remedies against the Concessioner as it could pursue in the event of a breach of contract by the Concessioner and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative), which shall be not less than three nor more than ten times the cost incurred by the Concessioner in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 31 - HOLD AND SAVE HARMLESS

a. The Concessioner agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of facilities, furnishings, and equipment listed in this contract, except for such claims or damages caused by or resulting from the negligence of NAFI customers, employees, agents or representatives. The Concessioner further agrees to indemnify and hold the NAFI harmless from and against any and all claims arising from the Concessioner's

noncompliance with any of the laws, codes, controls, and requirements listed in this contract. The Concessioner shall be liable for all fines or penalties assessed against the NAFI or the Government which are engendered by any aspect of the Concessioner's performance or failure to perform under this contract. Such liability shall not be limited to the payment of the fines or penalties assessed against the Concessioner, but shall include the reimbursement of all such costs, fines, or penalties if paid by the NAFI or the Government.

b. The Concessioner shall indemnify, save harmless and defend the NAFI, its outlets and customers from any liability, claimed or established for violation of infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof.

c. The Concessioner shall at all times hold and save harmless the NAFI, its agents, representatives and employees from any and all liabilities, suits and expenses which arise out of acts or omission of Concessioner, its agents, representatives, or employees. Also, the Concessioner shall at all times hold and save harmless the NAFI, its agents, representatives and employees from any and all liabilities, claims, and costs of whatever kind and nature for injury to or death of any person or persons, including the Concessioner's employees.

ARTICLE 32 – COMMERCIAL WARRANTY

The Concessioner agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Concessioner gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies covered.

ARTICLE 33 – ADVERTISEMENTS

The Concessioner agrees that none of its nor its agent's advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer or imply that the Concessioner's products or services are approved, promoted or endorsed by the Department of the Navy or the NAFI. Any advertisement, including cents off coupons, which refer to the NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by the particular activity.

ARTICLE 34 – ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this solicitation/award, the inconsistency shall be resolved by giving precedence in the following order: (i) Contract Requirements; (ii) Standard Clauses; and (iii) other provisions of the solicitation/award.

ARTICLE 35 – COVENANT AGAINST CONTINGENT FEES

a. The Concessioner warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For break or violation of this warranty, the NAFI shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Concessioner for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this clause, means a person, employed by a concessioner and subject to the concessioner's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

ARTICLE 36 – ANTI-KICKBACK PROCEDURES

a. Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (i) means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (ii) includes any person who offers to furnish or furnishes general supplies to the prime contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

b. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from

1. Providing or attempting to provide or offering to provide any kickback;
2. Soliciting, accepting, or attempting to accept any kickback; or
3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

c. 1. The Concessioner shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph b of this clause in its own operations and direct business relationships.

2. When the Concessioner has reasonable grounds to believe that a violation described in paragraph b of this clause may have occurred, the Concessioner shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

3. The Concessioner shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

4. Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph b of this clause, the Contracting Officer may

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or

(ii) Direct that the Concessioner withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order this

clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the latter case, the Concessioner shall notify the Contracting office when the monies are withheld.

5. The Concessioner agrees to incorporate the substance of this clause, including this subparagraph c(5), in all subcontracts under this contract.

ARTICLE 37 - CLEAN AIR AND WATER

a. Definitions

"Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards," as used in this clause, means

1. Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

2. An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

3. An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

4. An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with

1. Clean air or water standards; or

2. A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Concessioner or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one

building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

b. The Concessioner agrees

1. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

3. To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

4. To insert the substance of this clause into any nonexempt subcontract, including this subparagraph.

ARTICLE 38 - ASSIGNMENT OF CLAIMS

a. The Concessioner, under the Assignment of Claims Act, as amended, 31 U.S.C. 203, 41 U.S.C. 15 (hereafter referred to as "the Act") may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Concessioner shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

EXECUTION BY CONCESSIONER

NAME OF CONCESSIONER

BY

(Signature)

(Witness)

(Title)

(Date)

**FOR CORPORATE CONCESSIONER, CERTIFICATION BY SECRETARY
OR ASSISTANT SECRETARY OF THE CORPORATION**

I certify that the person who signed this Concession Contract was
then the officer indicated and this agreement was duly signed for
and on behalf of said corporation by authority of its governing body
and is within the scope of its corporate powers.

(Signature)

(Title)

EXECUTION FOR AND ON BEHALF OF THE NAFI

BY

(Contracting Officer)

(Date)

(Witness)

SERVICE IDENTIFICATION DATA

NAME AND ADDRESS OF ACTIVITY

LOCAL NAFI REPRESENTATIVES/
TITLE AND ADDRESS

ADDRESS OF CONCESSIONER

EXHIBIT A

CONCESSION FEE SCHEDULE

This section is to be completed by the offeror after reading the entire Request for Proposals (RFP) and will be submitted as a part of the offeror's proposal.

<u>CLIN</u>	<u>Item Description</u>	<u>Concession fee</u>
0001	Rental or other fees charged for the use of boat slips, boats, anchorages, moorings, dockside gear lockers, dockside storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants.	_____ % of gross receipts
0002	Rental or other fees charged for the use of dry storage facilities, landside gear lockers, landside storage space, boats, motors, tackle, recreational equipment, tools, equipment, launch and retrieving of small boats and from the sale of fishing bait.	_____ % of gross receipts
0003	Commissions or other fees earned from boat brokerage when said activity is approved in advance by the Contracting Officer.	_____ % of gross receipts
0004	Commissions or other fees collected for the operation of coin-operated vending or service machines including pay telephones.	_____ % of gross receipts
0005	Sale of gasoline, diesel fuel, or mixed fuel.	_____ % of gross receipts
0006	Club dues, initiation fees, and assessments, except that separate assessments for capital improvements are exempted.	_____ % of gross receipts
0007	Fees charged by authorized boat repair yards, including repair, painting, tugboat, salvage and boat pump-out services and similar activities, except that where parts and materials are invoiced separately, they may be included under CLIN 0008.	_____ % of gross receipts
0008	Sale of miscellaneous goods and services not specifically provided for elsewhere.	_____ % of gross receipts

EXHIBIT B
FACILITIES, EQUIPMENT, AND SAILBOAT INVENTORY

(To be Provided by NAVSTA Treasure Island)

EXHIBIT C
SITE PLANS AND DRAWINGS

(To be Provided by NAVSTA Treasure Island)

EXHIBIT D

POTENTIAL MARKET OF AUTHORIZED USERS

Population supported	Quantity
Active duty military	21,321
Military retirees	42,915
Other	3,126
Dependents	35,000
DoD civilian employees	18,395
Non-DoD Federal Government civilians	82,000

Sources: NAVSTA Treasure Island, DoD Statistical Report on the Military Retirement System, Base Loading System, Federal Executive Board, Defense Civilian Personnel Data File.

EXHIBIT E

**UTILITY RATES/CHARGES/LOCATIONS
(NAVY AND OFF-BASE)**

(To be Provided by NAVSTA Treasure Island)

EXHIBIT F
CAPITAL IMPROVEMENTS PLAN

The following required capital improvements are to be completed within 2 years of contract award:

- Construct new slips.
- Replace and upgrade 50-ft pier.
- Provide a 5-ton crane.
- Install new security lights and security gate.
- Provide new lock boxes.

EXHIBIT G

GENERAL BASE SECURITY REGULATIONS

(To be Provided by NAVSTA Treasure Island)

EXHIBIT H
FIRE PROTECTION REGULATIONS

(To be Provided by NAVSTA Treasure Island)

EXHIBIT I

PERFORMANCE EVALUATION CRITERIA

The evaluation categories and criteria to be applied to each individual evaluation period will be established by the NAFI and provided to the Contractor in accordance with the following guidelines and procedures:

a. At the NAFI's discretion, cognizant NAFI and concessionaire representatives will convene a meeting, no later than 15 days prior to the scheduled start of each evaluation period, to review the progress of the contract in order to identify an area of concern to the NAFI and/or possible improvement for the Contractor relative to the upcoming period.

b. Upon considering the information which may be derived from such a meeting or otherwise made available, the NAFI will formulate the specific criteria and weightings to be applied to the next evaluation period, with consideration given to —

(1) The Contractor's accomplishments, problems, strengths, and/or weaknesses during the current period of evaluation, from either a technical or management standpoint,

(2) The objectives to be accomplished during the forthcoming Evaluation Phase,

(3) The General Evaluation Categories and the extent to which definitive criteria may be developed and applied to various aspects of the next period of evaluation.

(4) The emphasis needed to direct the Contractor's attention to an area of interest to the NAFI or motivate the Contractor toward better performance in an area of immediate concern, and

(5) Any other factors considered by the NAFI to be pertinent to Contractor performance during the scheduled evaluation period.

The utilities consist of:

- Electrical system
- Natural gas and steam systems
- Water system

- Storm sewer system
- Sanitary sewer system
- Fire alarm system
- Street light system

Off-Base Utility Locations

Following the on-base utility layouts are layouts of off-base utilities in the vicinity of NAVSTA Treasure Island.

(To be completed by NAVSTA Treasure Island)

EXHIBIT J

CONCESSIONAIRE PERFORMANCE EVALUATION REPORT

The purpose of a "concessionaire performance report" is to provide the Concessionaire with an opportunity to present a self-appraisal of performance against the evaluation criteria applicable to the specific period undergoing evaluation. In addition, the information and insight provided by such a report will benefit the Performance Evaluation Board by enabling the board to consider all views in its effort to perform a total assessment of Concessionaire performance. Requirements regarding the submission and content of this report are outlined below:

a. Submittal. The submission of a written concessionaire performance evaluation report is optional and, as such, is not a requirement of the contract or this Schedule. However, should the Concessionaire elect to submit this report to the Contracting Officer, the report must be submitted within 5 days after the end of the evaluation period.

b. Content. The concessionaire performance evaluation report will include but not necessarily be limited to –

(1) A self-appraisal of performance in each award-fee category, identifying both strengths and weaknesses in the most objective manner possible,

(2) A discussion of any specific factor(s) that have had a significant positive or negative effect on performance relative to the period under evaluation, and

(3) A description of any potential and/or ongoing problem(s) or concern(s) and a discussion of the plan(s) for their resolution.

- Water system
- Storm sewer system
- Sanitary sewer system
- Fire alarm system
- Street light system

Off-Base Utility Locations

Following the on-base utility layouts are layouts of off-base utilities in the vicinity of NAVSTA Treasure Island.

(To be completed by NAVSTA Treasure Island)

EXHIBIT K
OPERATIONS AND MAINTENANCE PLAN

(To be Provided by Offeror)

EXHIBIT L
CAPITAL IMPROVEMENTS PLAN

(To be Provided by Offeror)

EXHIBIT M
CONCESSIONER EXPERIENCE AND HISTORY
(To be provided by offeror)

EXHIBIT _____

**TECHNICAL SPECIFICATIONS
FOR
MARINA CONSTRUCTION**

EXHIBIT _____

**TECHNICAL SPECIFICATIONS
FOR
MARINA CONSTRUCTION**

GENERAL SPECIFICATIONS

Standard Concrete shall weigh 155#/cf, Portland cement from one manufacturer use, have 4,000 psi minimum compressive strength at 28 days, and have three to three and a half inches of slump.

Lightweight Concrete shall weigh not over 120#/cf using lightweight aggregate with maximum size of 3/8". The standard concrete specifications apply for all other features.

A *Quality Control* plan for the casting of concrete must be in place using an *Independent Testing Laboratory* to cast and test cylinders.

Concrete Forms may be of either wood or steel of sufficient strength to resist movement during placement, and must be left in place at least 24 hours after final placement of concrete.

Plastic Coated Reinforcing Bars used for reinforcing will be deformed steel, ASTM A615-grade 40, and must be free from rust, scale, paint, or contamination of any kind before coating with Scotchkote 213 Fusion Bonded Epoxy.

Concrete will be placed as near as possible to final position to avoid segregation and flowing. Retempered or contaminated concrete cannot be used. The entire placement must be done at one time to insure a monolithic cast with no cold joints in any part. The top surface of concrete floats or concrete decking on other types of floats shall have a screed finish applied with a steel troweled edge border.

Lumber shall be DF #1 grade, pressure treated with waterborne inorganic salts per AWWA C-18 specification, incised on wide sides only in order to control checking.

Glu-Laminated Beams shall be fabricated in accordance with UBC requirements and shall be fabricated by a member of the AITC.

Fasteners for wood, where bolts are not required, must be stainless steel ring-shanked nails.

All Metal and Hardware used in construction, of every kind except stainless steel and epoxy coated rebar, must be *hot dip galvanized for marine use* and true to dimensions. Split rings and shear plates or plate washers, as called for on the drawings, shall be used with all nuts and bolts bearing on wood surfaces.

Polystyrene shall have a unit weight of between 0.9 and 1.3 #/cf, water absorption must not exceed 0.1 #/cf in 48 hours at a 10' head. All components and materials must be *new*.

FLOATING DOCK SYSTEMS

Concrete floating dock systems shall be of polystyrene foam fully enclosed in lightweight concrete, and shall have a *design life* of not less than 20 years. *Reinforcing* shall be 2"×2" 14/14 grade welded wire mesh, ASTM A185. PVC tubing for through rods or post tensioning shall be placed with a tolerance of + or - 1/8".

Wooden floating dock systems will consist of dimensional lumber or Glu-Laminated beams pressure treated with ammoniacal copper arsenite (ACA), chromated copper arsenate (CCA) or pentachlorophenol as appropriate in accordance with AWWA Standard MP4, and as described above in the General Conditions, assembled in a rigid frame and mounted on floatation units. The *floatation* units must be assembled from Polyethylene or Fiberglass tubs designed to resist impact, petroleum products and marine borers, and contain polystyrene foam which completely fills the tub void space as described for concrete floats, completely encased and protected within the tubs. The entire *wood* dock system must have a design life of 20 years and conform to the practices of Chapter 25 UBC. Finger floats less than 6 feet wide will be stabilized with torsion bars, or with a suitably designed rigid box frame to prevent twisting or rotation from off center loading.

Freeboard of the dock system under dead load, which includes all utilities in place and fully operational, shall be not less than 15" after launching and not less

than 14" after 6 months in salt water. Freeboard under live load of 20#/sf shall not be less than 11 inches after six months in salt water.

Operating limits of the float systems must resist a concentrated vertical *live load* of 1000 pounds at any location with an *angular twist* of not more than 5 degrees due to off-center placement, and must resist an *impact load* equal to four times the square of the finger length in feet ($4 \times L \times L$) at the headfloat in a finger slip.

Utility Brackets supporting utility runs alongside concrete floats must be installed on the structural waler before the fascia board is installed. Electrical and telephone *conduit sleeves* cast into floats shall be 4" diameter PVC, Schedule 120, cast with a tolerance of + or - 1/8" to dimensions and cast so that water cannot penetrate into the foam core. In wooden *float* systems there must be adequate space between the deck framing and the tops of the floatation units to accommodate 3 inch PVC conduit, couplings and related junction boxes, and conduit must not penetrate any of the structural members of the framing system.

Junction Pullboxes cast into concrete floats or installed in wooden floats will be associated 104-1730, or equal, of not less than 11" in depth. Covers in place shall be within + or - 1/4" of the deck surface to minimize the stumble hazard, and be permanently marked "E" or "T".

Stringers, Walers and Facers used in the assembly shall be #1 or better, Douglas Fir, surfaced 4 sides, and pressure treated as shown in general specifications for lumber. There shall be not less than two longitudinal timbers on each side of all floats. Butt joints in the stringer and facer timbers shall be centered on floats and are limited to one joint per float side. Where Glu-Lams are used they may be installed as single longitudinal members provided they extend the full length of floating finger units. Spliced Glu-Lam beams on headwalks and marginal walks must meet special conditions for strength and rigidity.

Painting (Optional) of wood shall be with undercoat and finish coat of dock enamel, Z-Spar Brolite Moontide Dock Paint or equal, color to be selected, prior to installing vinyl bumper strip.

Open Areas at knees and finger ends shall be covered with a 3/4" marine grade medium density overlaid plywood (MDO) panel treated with pentachlorophenol. 1" plywood for heavy-duty system areas will be used. The panels shall be set flush

with the deck, fastened with 2" #14 stainless steel screws, and surfaced with two coats of polyvinyl non-skid epoxy paint. All edges of plywood shall be treated with clear polyurethane resin, Imperial Paint Company ED-3 or approved equal. Screws shall not be hammered in.

Pile Guides in knees, finger ends, and outside the wales will be constructed with 4 rollers. Guides in heavy duty areas will have welded steel reinforcement. Pile rollers shall be of ultra high molecular weight (UHMW) polyethylene fabricated for the purpose intended on stainless steel shafts mounted in HDG welded brackets.

Heavyweight Concrete Float Systems, where called for in the plans, shall have thicker walking surfaces, larger diameter through rods, and heavier stringers and walers than the Standard.

MARINA PILING

Concrete Holding Piles for the floating docks shall be of the following standard:

Size	Strands
12" X 12"	6 @ 7/16"
14" X 14"	6 @ 1/2"
16" X 16"	9 @ 1/2"
18 X 18	11 @ 1/2"

Piles must be placed within + or - 0.1 foot and set square with the float system. Cut-off elevation is calculated from MLLW and consists of maximum tidal range for the location, plus NOA estimated super elevation, plus Float system freeboard, plus factor of safety of 2 feet, and shall be + or - 0.1 foot of elevation required. Maximum batter allowed is 0.1 foot in 10 feet of pile length.

Pile Finish shall be steel trowel finish on four sides and no fins for the top 20 feet of the pile. Piles shall be capped with fiberglass peaked caps.

Wood Holding Piles for floating docks, when approved, shall be C-3 dual treatment per spec AWWA C-18.

FLOATING DOCK ACCESSORIES

Locker Boxes shall be of molded fiberglass designed to accept utilities, Stockland Company Mark IA, or equal. Installation shall be with lag bolts and large washers, hot dip galvanized and lubricated before installation.

Mooring Cleats shall be provided and installed on finger floats, six per berth, with additional cleats installed in other usable boat mooring locations. Cleats shall be of ductile iron casting, Hot Dip Galvanized. Cleats shall be installed centered on the waler, with bolt head up and a rectangular 1/4" backing plate behind all nuts. Bolts shall be hex headed and hot dip galvanized, of SAE Grade 3 medium carbon steel, or SAE Grade 5, ASTM-A-325 quenched and tempered steel bolts, with a proof load of 85,000 psi.

Berth Size	Cleat Length	Bolt Size	Backing Plate
under 30'	10"	3/8"	1-1/4" X 1-1/2"
36' to 40'	12"	3/8"	1-1/4" X 1-1/2"
41' & over	14"	1/2"	1-1/4" X 1-1/2"

Dock Bumper Strips shall be extruded from nonyellowing marine grade vinyl, CS230-60 Henderson Marine Supply item No. 302 or approved equal, installed continuously. Corner dock bumpers shall be Henderson Marine Supply #304 or approved equal. Bumpers shall be attached with 1-1/2" *aluminum* roofing nails, Federal Specification FF-N-105, at 3 inches on center along the top and 9 inches on center along bottom of strips. For slips longer than 48 feet and side ties longer than 40 feet bumper strips shall be Heavy Duty Utility fender strip, D shape, Henderson Marine Supply Item 3000, or equal, screwed in place using #10 SS oval top wood screws, 1-1/2" long.

GANGWAY, RAMP AND GATEHOUSE CONSTRUCTION

Steel Beams, Beam Saddles and other metal shall be *hot dip galvanized*. Beams shall be undercoated and then painted with flat epoxy paint as per manufacturer's recommendations.

Steel Piping for handrails shall be hot dip galvanized and spray painted with hard high-gloss linear polyurethane paint, Z-Spar by Koppers or approved equal, after undercoating with vinyl wash primer as recommended by manufacturer.

Wood Decking for Gangway, Ramp and Gatehouse Floor shall be 3/4" marine grade MDO plywood, surfaced with two coats of polyvinyl grey epoxy paint. All edges shall be treated with clear polyurethane resin, and then painted to match surface of plywood.

Deck Covering of Treadmaster "M" Anti-Slip, or approved equal, shall be installed on top surface of plywood decking. Application shall be with a good quality two-part marine epoxy. The decking shall be fastened to joists with stainless steel.

Rollers for Gangway shall be self-lubricating, oil retaining wheels with bearings and solid rubber tires.

Metal Sliders are to be installed at the foot of the gangway to support the steel apron, consisting of 4 HD galvanized steel strips 1/4" X 3" wide, held by flat head stainless bolts set in the float deck. Sliders and apron to be protected with a rub strip between the metals made of a 3" strip of UHMW polyethylene.

Steel Apron on end of gangway shall be hot dip galvanized, painted to match gangway deck and Treadmaster "M" decking applied as described for the gangway, above.

Wood for Framing gatehouse shall be construction grade. Gatehouse construction is intended to be conventional wood frame in accordance with UBC requirements.

Roofing Materials shall be standing seam steel roofing, from ASC Pacific, Inc., or approved equal.

Finishes, exterior and interior, for gatehouse shall be of appropriate exterior Olympic stain, opaque.

Metal Gate inside gatehouse shall be constructed of welded steel, hot dip galvanized after assembly, and painted with same finish used on steel pipe handrails.

Hardware for handle and door closure and lock system shall be Schlage #C90 PD Luna Style 626 finish with 2-3/4" backset. Door closer shall be installed on gate. All hardware shall be stainless steel.

MECHANICAL

Shoreside Water Lines are included in marina project and extend to and connect to the water meter. Water service will be protected with a *reduced pressure principle backflow preventer*, in accord with requirements and specifications of the Utility District and the municipality having jurisdiction. *Fire pump riser and valve* are to be approved by the local Fire Marshal before installation.

Piping Under Bridges, Gangways and Leading to Flexible Hose at Docks shall be galvanized steel schedule 40, or hard drawn copper Type L.

Water Piping Underground and in the Floating Dock System shall meet the following requirements:

- PVC Schedule 40 type I shall be used up to pipe size 1-1/2" and Class 315 for pipe sizes 2" and larger. Pipe shall be installed in accordance with IAMPO.
- Pipe hangers shall be installed on both sides of headwalk floats under the wales using stainless steel nails. In some places electrical conduit must be supported by the same hangers. Coordination with the electrical contractor is required.
- Any plastic pipe exposed to sunlight shall be wrapped with at least 10 mil tape. Pipe covered by floating dock system does not need wrapping, and no plastic pipe shall be installed where exposure to physical damage can occur.
- Water lines terminating at 90 degree angles or "T's" must be properly strapped to prevent breakage from 150 pound pressure water hammer.
- Any threaded connection between PVC and threaded metal pipe shall be made with the male threaded part PVC and the female coupling of metal.

Fire Hose Cabinets shall be of impact resistant molded fiberglass not less than 4 feet high, with fade-resistant bright color, red or yellow, included in the gel coat, Stockland Company model No. 150, or approved equal, including fire extinguishers AP6ABC. Fire hose in the cabinet shall be 100 feet long.

High Pressure Hoses connecting from shoreside to dock are to be FDA approved food handling hose with 150 psi working pressure rating ASTM D1418:CR. The hose length is to be carefully chosen so that it will not kink or bind at either end under extreme tidal ranges. There should be no excess hose in the loop. A proper

installation leaves the hose out of the water under all but extreme tides. Hoses shall be *clamped securely* and suspended with stainless steel grips.

Sanitary Sewer Lines Installed on the Floating Dock System shall meet the following requirements:

- PVC Schedule 40 type I shall be used up to pipe size 1-1/2" and class 315 for pipe sizes 2" and larger, and shall be installed in accordance with IAMPO installation standards.
- All plastic pipe exposed to direct sunlight shall be wrapped with at least 10 mil tape; pipe covered by the floating dock system need not be covered, and no plastic pipe shall be installed where exposure to physical damage can occur.
- Sewer line shall be routed from the shore end of the gangway and pumped up to Municipal sewer system. Pipe under the wales shall use same hangars as other utilities.
- Sewage *pump-out* equipment used to empty holding tanks in boats shall be Pump-A-Head by Kenton, or approved equal, located as shown on plans. A water faucet with approved backflow preventer shall be installed to backflush the unit and lines.
- *Lift Station* equipment for sewage shall include two (2) 3" discharge pumps, capable of passing a 2" spherical solid with 3/4 motors, installed in a cast iron basin metal cover.

ELECTRICAL

Electrical installation shall conform to all local codes and, as minimum standards, the rules and regulations that apply in the following:

- National Electrical Code (NEC), 1984 edition.
- Title 8, California Administrative Code, Basic Electrical Regulations, subchapter 5, Low Voltage and High Voltage Safety Orders.
- Standards, Underwriters Laboratories, Inc.

Construction includes electrical service *from the meter* to the floating docks, and all service on the floating docks to each berth or mooring location and extra service as needed for lighting and pumps.

Service is provided from the meter to Unit Sub-Stations on the docks at 480 volts, three phase, delta connected. The secondary side of Unit Sub-stations is

star connected three phase 120/208 volts with a neutral conductor installed to all service panels at individual berths. Power is metered at each berth with a 30 amp service for berths up to 40 feet long, and two 30 amp services for larger berths. *Equipment Grounding* conductors are required.

Unit Sub-Stations combine a dry type transformer with primary and secondary breakers, and are as follows:

- The *housings* shall be NEMA 3R enclosures, ventilated and weatherproof, made of all welded, #11 gauge steel with stainless steel locks, hardware and hinges. Primary and secondary compartments shall be provided. Housings shall be *hot dip galvanized* prior to painting. Priming and painting procedures after galvanizing shall be finished outside with one coat of wet white gloss baked epoxy paint.
- *Dry Type Transformers* shall be UL listed, and fabricated in accordance with applicable ANSI and NEMA Standards with the following provisions:
 - ▶ Transformer windings shall be copper.
 - ▶ Noise level of transformer shall be quieter than the average per ANSI Standard.

Transformers shall be anchored to concrete deck of marina transformer float by 5/8" anchor bolts at four (4) corners. Transformer housing shall be set on 2x4 redwood sleepers to eliminate metal-to-concrete contact.

Distribution Panels which are an *integral* part of unit sub-station structure with weather-proof lockable flush door over circuit breakers, and *free standing* panels each include the following:

- Circuit breakers fungus proofed, bolt-in 1P and 3P.
- Circuit breakers of 600 volts common trip.
- Bus bars silver plated copper 1,000 AMPS per square inch.
- Directory inside of door and fully detailed.
- Cylinder locks installed with two keys for each panel door provided.
- Distribution panel trim and back box finished inside and out with one coat of wet white gloss baked epoxy paint.

Free Standing Distribution Panel shall be a NEMA 3R enclosure with stainless steel locks, hardware and hinges, ventilated and weatherproof, made of all welded,

#11 gauge steel, complete with weather-proof lockable flush door over circuit breakers.

Conduit will meet the following conditions:

- *Conduit* shall be rigid nonmetallic conduit, PVC Schedule 40.
- *Conduit Fittings and Outlet Boxes* will be of corrosion resistant cast metal, other than aluminum alloys, with neoprene gaskets and metal covers.
- *Rigid Nonmetallic Conduit* must be supported as required in NEC 1984. In addition there will be a support within 4' of each box, cabinet or other conduit termination. All strapping shall be stainless steel or equivalent material. Brackets and other hardware shall be hot dip galvanized, and of adequate materials and construction to support the loads required.

Conductors will meet the following requirements:

- *Conductors* shall be copper of the AWG according to the plans, stranded for sizes #8 and larger, and color coded according to NEC requirements.
- *Splices and Tapes* will be in accord with NEC 240-21 exceptions 3 and 8.

Fixtures will meet the following conditions:

- *Receptacles* are to be balanced equally across all three phases.
- *Electrical Outlets* installed in each locker box shall be Electric Power Center with one or two receptacles and circuit breakers depending on berth size, 8 watt florescent light and meter space; Alpha IV as made by Shorepower, Inc.
- *Meters* shall be United Metering Services (UMS) Electronic Watthour Meter, P/N 12120-BE, digital readout, single element type with Veider-Root Counter.
- *Light Fixtures* for Gatehouses or other locations are selected to conform with general project fixture styles.

Shore Connection will be made as follows:

- *Cable* installation from gangway to dock must have length of cable chosen so that it will not kink or bind at either end under extreme tidal ranges. There should be no excess hose in the loop. A proper installation leaves the hose out of the water under all but extreme tides.
- *Electrical Utility Stand* to accept cable installation from gangway to dock must be sized and installed to accommodate electrical equipment. It will be

of welded steel, hot dip galvanized after manufacture, primed and painted with the same type of paint used on gangway railings, color grey.

Navigation Lights shall be *perko* 403-3, lens color and installation as shown on plans.

Telephone Duct System shall be complete and in accordance with requirements of the serving telephone company, and shall be in accordance with the following:

- *Connection* at the gangway to the shoreside telephone duct system shall provide a continuous conduit, including nonmetallic flexible conduit at the hinge points, to the floating dock system.
- *Raceway* for support and protection of telephone cables is installed in the floating headwalk system by the float contractor. This raceway shall not be broken or damaged in such a way as to allow unprotected telephone cable to appear in the same space with electrical cable.
- *PVC Conduit*, 1" or larger, shall be installed in the brackets under the wales for each group of locker boxes to the nearest telephone junction or terminal box in the headwalk. A cut-out of the top half of the PVC at least 4" long shall be made under each locker box to allow the telephone drop wire to be pulled up into the locker box. Where necessary to clear other utility lines, flexible nonmetallic conduit, shall be installed as a riser to the locker box. One telephone jack will be located in each locker box.
- *Small Telephone Terminal* enclosures, Stockland model #153, are required installed in knee spaces on the floats. Telephone cables shall be terminated in accord with Pac-Bell standards.

SECTION IV
REPRESENTATIONS AND CERTIFICATIONS

Solicitation Reference Number:

Name and Address of Offeror:

DUNS Number:

Date of Offer:

The bidder makes the following representations and certifications by placing a check in the appropriate spaces or otherwise as appropriate as part of the bid identified above. (In negotiated procurements, "bid" and "bidder" shall mean "offer" and "offeror.") A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

1. CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

a. Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer:

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119), or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation of contract number, and representing that the prior SF 119 applies to this offer or quotation. (FAR 52.203-4)

2. TYPE OF BUSINESS ORGANIZATION (APR 1984)

The offeror or quoter, by checking the applicable box, represents that it operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture. (FAR 52.215-6)

3. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

a. The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. (FAR 52.203-2)

4. PARENT COMPANY AND IDENTIFYING DATA (APR 1984)

a. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

b. The bidder ☐ is, ☐ is not [check applicable box] owned or controlled by a parent company.

c. If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address
of Parent Company (Include
Zip Code)

Parent Company's Employer's
Identification Number

d. If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number or the following line: _____.
(FAR 52.214-8)

5. CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(Applies when the amount of the contract is in excess of \$10,000.)

a. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

b. By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

c. The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause,

(2) Retain the certifications in the files, and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. (FAR 52.222-21)

6. CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The offeror certifies that:

a. Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;

b. The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

c. The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract. (FAR 52.223-1)

7. DATA UNIVERSAL NUMBERING SYSTEM NUMBER REPORTING (APR 1984)

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) Number applicable to that name and address. The DUNS Number should be preceded by "DUNS:". If the offeror does not have a DUNS Number, it may obtain one from any Dun and Bradstreet branch office. No offeror should delay the submission of its offer pending receipt of its DUNS Number. (DFARS 52.204-7004)

8. AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations [list names, title, and telephone numbers of the authorized negotiators.] (FAR 52.215-11)

NOTE: Bids must set forth full, accurate and complete information as required by this invitation for bids (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

SECTION V

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

A. Solicitation, Offer and Award

This RFP contemplates proposals for the operation, management, and expansion of the marina at NAVSTA Treasure Island. The NAFI will not consider nor award any proposal which does not provide for all phases. Any proposal not providing such services and improvements shall be considered nonconforming.

A preproposal conference will be held on _____ 19__ at _____* local time in Building _____, Naval Station Treasure Island, California. Prospective offerors are encouraged to submit written questions no later than _____ 19__ to the Contracting Officer. Prepared answers will be delivered during the conference if possible. The conference agenda will include explanation of the RFP, project requirements, and a site tour. A question and answer period will also be provided. An amendment to the RFP may be issued to provide answers to questions should it be necessary.

Questions should be submitted to the address below.

Proposals in the format described in this section are due by and will be accepted until noon, local time, _____, at the following address:

It is anticipated that award will be made within 90 calendar days after the date proposals are due.

NOTE: THE GOVERNMENT MAY AWARD A CONTRACT AT ANY POINT AFTER RECEIPT OF THE INITIAL PROPOSALS WITHOUT DISCUSSIONS. THEREFORE, EACH PROPOSAL SHOULD CONTAIN THE OFFEROR'S BEST TERMS FROM ALL STANDPOINTS.

B. Submission of Proposals

Seven copies of the proposal are required. The size of some portions of the proposal is restricted as follows: Capital Improvements fifteen (15) pages; Operations and Maintenance Plan twenty (20) pages; Offeror's Marina Management Experience fifteen (15) pages; and Concession Fee Payment to NAFI five (5) pages. Pages will be a standard 8½ x 11 inches printed on one side and type size will be no

smaller than one tenth of an inch in twelve pitch. Proposals are to be typed double-spaced. Proposals should be submitted in four separate and detachable parts as indicated in the following paragraphs to enable independent review of each part. PROPOSALS CONTAINING MORE THAN THE ALLOWABLE NUMBER OF PAGES IN THE ABOVE-LISTED SECTIONS WILL BE RETURNED AS NONRESPONSIVE.

C. Capital Improvements (Part I) (Exhibit F)

This part of the proposal shall consist of narrative and supporting data to address the design and construction of the dock expansion and improvement. Address the mandatory capital improvements listed in Exhibit E and any additional improvements offered. Indicate the minimum amount of money to be spent on each improvement, the scope of the improvement, and the construction timetables. NOTE THAT THE CONSTRUCTION TIMETABLES, THE MINIMUM AMOUNT OF MONEY TO BE SPENT ON EACH IMPROVEMENT, AND THE SCOPE OF EACH IMPROVEMENT WILL BE INCORPORATED INTO AND MADE PART OF THE CONTRACT. Construction Specification Institute (CSI) format is preferred for all engineering construction data. Scaled drawings shall be provided. Artistic renderings are desirable for clarification. This part shall be limited to fifteen (15) pages, excluding plans, drawings, and illustrations, and shall contain the following elements:

1. **Site Adaptation.** Indicate how the site design of the expansion will relate to its surroundings and fit into the overall character of the base. Demonstrate how vehicular and pedestrian traffic will circulate within the site and between the site and its surroundings. Describe parking and landscaping plans, including choice of materials. Describe other proposed alternatives to the existing marina facilities and how they will enhance the current operation.

2. **Architectural Treatment.** Describe how the proposed dock expansion and other capital improvements design responds to this RFP and are generally compatible with the existing marina and surrounding base facilities.

3. **Fire Protection.** Describe how the proposed design of the expansion addresses all the provisions pertaining to fire protection and life safety.

4. **Space Requirements and Relationships.** Present dock lay-out and floor plans showing functional relationships, convenience, and logistics. Discuss the arrangements and apportionment of spaces, circulation, integration and segregation of functions, transition between spaces, and indoor/outdoor relationships. Discuss flow of client activities, both within and between areas.

5. **Construction.** Describe the construction and materials to be used for both marina docks and other capital improvements buildings or structures. For enclosed buildings, specify insulation types together with anticipated energy consumption levels in Btu's/SF/year. Also, describe mechanical and electrical systems.

6. Include the following plans and drawings:

(a) Site plan for the expansion, including finished contours, grading and drainage, landscaping, parking/traffic layout, walkways, lighting and layout of utility lines below grade.

(b) Boat traffic plan showing the layout of marina expansion, and any alternatives to the existing facility.

(c) Floor plan and exterior elevations of all sides for proposed building.

7. Provide proposed schedules for design and construction of each facility.

8. Provide specifications and catalog cuts for proposed furnishings, equipment and appliances, if applicable.

D. Operations and Maintenance Plan (Part 2) (Exhibit K)

This part is limited to twenty (20) pages and shall include the following:

1. A facility maintenance and repair management plan for the marina complex. Describe plans to sustain the quality and conditions of facilities and maintain the appearance of the facilities and grounds. Include procedures for preventive maintenance (including a schedule of routine inspections and servicing of equipment) and grounds maintenance. Describe procedures and response times for emergency repairs (life and safety) and routine repairs, and the anticipated average repair time for each of these categories. Include anticipated equipment replacement schedules. NOTE THAT THE MAINTENANCE PLAN WILL BE INCORPORATED INTO AND MADE A PART OF THE CONTRACT.

2. Maintenance Quality Control Program. Describe procedures to maintain performance standards. Indicate how performance standards will be established to comply with the contract and with levels of quality implicit in the offeror's proposal.

3. Marina Operations Plan. Describe the policies and procedures under which the marina will be operated. Include "house rules" for the marina, boat and equipment rental, and pro shop policies. Also include operating hours and staffing levels.

4. Operations Quality Control Program. Describe procedures to maintain performance standards. Indicate how performance standards will be established to comply with the contract and with levels of quality implicit in the offeror's proposal.

E. Experience and History (Part 3) (Exhibit M)

This part is limited to fifteen (15) pages. Provide the following in detail:

1. Information to evaluate your overall experience with respect to: the administration and operation of a marina management, staffing trained personnel, the ability to interface and coordinate with patrons and the installation, and the

financial capability to operate and maintain the facilities. The offeror must be able to demonstrate that planned staffing, personnel policies, corporate management support, and management procedures will be maintained throughout the term of the contract.

2. References. List all marinas owned, leased or operated under concession or other management agreements within the last 5 years. Provide dates and years of involvement with these activities. For those activities operated but not owned, provide the name and address of the owning organization, the contract number, and a reference contact and telephone number.

3. Resumes of all general partners, owners, corporate officers, members of the development team, and management agent.

4. Description of the organization, operational controls, and technical skills, or the ability to obtain them, necessary to perform the requirements of this RFP.

5. Financial statement indicating financial resources to perform the requirements of this RFP; include conditional commitment of lender funds. Identify any loans upon which the firm or principals have defaulted and any construction/development contract project defaults involving the firm or principals of the firm.

6. Name, address, and telephone number of three individuals, including financial, industry, trade, and credit references, whom we may contact regarding the offeror's past experience.

7. Any other information describing the offeror's ability to fulfill the requirements of this RFP.

8. The above information must also be supplied for any partners or owners in partnerships, corporations, or other entities formed subsequent to the submission of the proposal or award of the contract.

F. Concession Fee Payment to NAFI (Part 4)

This part is limited to five (5) pages. It shall consist of the following:

1. Signed Concession Agreement (Section III). (3 original copies)
2. Standard Form 1411, Contract Pricing Proposal Cover Sheet (Attachment 2).
3. Concession Fee Schedule (Exhibit A).
4. Representations and Certifications (Section IV).
5. Standard Form 24, Bid Bond (Attachment 3).

G. Concession Agreement

Proposers shall submit duly executed concession contract (Section III) with their proposals. The NAVSTA Treasure Island NAFI will execute the concession contract upon award.

H. Instructions to Offerors

1. Solicitation Definitions. "Offer" means "proposal" in negotiation. "Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

2. Unnecessarily Elaborate Proposals or Quotations. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor wanted.

3. Acknowledgment of Amendments to Solicitations. Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment, (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, or (c) by letter or telegram. The NAFI must receive the acknowledgment by the time specified for receipt of offers.

4. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of offers.

(c) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the NAFI and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

5. Late Submissions, Modifications, and Withdrawals of Proposals

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th),

(2) Was sent by mail (or telegram if authorized) and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation, or

(3) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Offeror's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) and (2) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the representative's identity is made known and the representative signs a receipt for the proposal before award.

6. **Restriction on Disclosure and Use of Data.** Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the NAFI except for evaluation purposes, shall

(a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the NAFI and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of or in connection with the submission of this data, the NAFI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

7. **Preparation of Offers**

(a) Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation, and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

8. Explanation to Prospective Offerors. Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

9. Failure to Submit Offer. Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

10. Contract Award

(a) The NAFI will award a concession contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, cost or price and other factors specified elsewhere in this solicitation considered.

(b) The NAFI may (i) reject any or all offers, (ii) accept other than the lowest offer, and (iii) waive informalities and minor irregularities in offers received.

(c) The NAFI may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The NAFI may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the NAFI may accept an offer (or part of an offer, as provided in Paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the NAFI.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However,

if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

11. Type of Contract. The Government contemplates award of a concessions contract resulting from this solicitation.

12. Site Visit. Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

13. Private Opening of Proposals. Proposals will be privately opened at the time set for opening in the RFP. Their contents will not be made public.

14. Offers Acceptance Period. Offers offering less than the period of days specified for acceptance by the NAFI from the date set for opening of offers will be considered nonresponsive and will be rejected.

15. Modifications Prior to Date Set for Opening Offers. The right is reserved, as the interest of the NAFI may require, to revise or amend the specifications or drawings or both prior to the date set for opening offers. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP. If the revisions and amendments are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening offers may be postponed by such number of days as in the opinion of the issuing officer will enable offerors to revise their offers. In such cases, the amendment will include an announcement of the new date set for opening offers.

16. Bid Guarantee

(a) To assure the execution of the contract and the performance bond, each offeror shall submit with its bid a guaranty bond (Standard Form 24, Attachment 3) executed by a surety company holding a certificate of authority from the Secretary of the Treasury, as an acceptable surety, or other security as provided in this clause. Security shall be in the sum of \$50,000. The bid guaranty shall be accompanied by a verifax or other facsimile copy of the agent's authority to sign bonds for the surety company.

(b) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(c) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds (1) to unsuccessful bidders as soon as practicable

after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(d) If the successful bidder, upon acceptance of its bid by the NAFI within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(e) Unless otherwise specified in the bid, the bidder will (1) allow 60 days for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.

(f) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

17. Best and Final Offers

(a) After evaluating proposals, the NAFI will call for best and final offers. Such best and final offers will be treated as firm proposals in place of the proposals originally submitted. On the day the Contracting Officer requests best and final offers, he will quote the previous day's yield of the most recent 10-year U.S. Treasury Bond. The yield quoted will be the previous day's closing yield for the most recent 10-year U.S. Treasury Bond, as reported in the Wall Street Journal dated the day best and final offers are requested. The Contracting Officer must award the Contract Agreement within 45 days of the date best and final offers are due or the successful proposer is not bound by the terms of his best and final offer.

(b) Additionally, the successful proposer is not bound by the terms of his best and final offer if, on the day of award, the previous day's closing yield of the most recent 10-year U.S. Treasury Bond, as reported in the Wall Street Journal dated the day of the award, is more than one percent (100 basis points) higher than the yield quoted by the Contracting Officer on the day best and final offers were requested. The successful proposer may, at his option, agree to accept an award made after the 45 days described in paragraph a above, or when the yield described above has increased more than one percent; however, he must notify the Contracting Officer of his acceptance within 5 days of the date of award in writing, and bonds and other documents are required to be submitted as scheduled in this RFP.

SECTION VI

EVALUATION FACTORS FOR AWARD

A. Process

The NAFI will select a proposal and award a contract under this RFP using a negotiated acquisition process that allows the NAFI to evaluate offers on factors other than price alone, and to select the proposal that provides the "greatest value to the NAFI."

NOTE: THE "GREATEST VALUE TO THE NAFI" UNDER THIS RFP WILL BE DETERMINED BY EVALUATING THE TECHNICAL QUALITY AND PROPOSED CONCESSION FEE PAYMENTS OF EACH OFFER.

A selection board will review and evaluate all proposals submitted in response to this RFP, according to the procedures explained in the paragraphs below. After the selection board has completed its review of the proposals, as described below, the Contracting Officer will forward the board's recommendation for award to the selection authority, who will make the final decision on awarding this contract.

NOTE: The NAFI may request on-site visitation of facilities similar to those requested in the RFP that have been designed, constructed, operated, and maintained by the offeror.

B. Source Selection Board

Under the selection process, proposals are evaluated by the Board using a predetermined selection plan. In this RFP, the selection plan consists of the four major rating elements listed in paragraph c, below. The rating elements are listed in descending order of importance. The Selection Board has considerable discretion in determining which proposal represents the "greatest value to the NAFI."

C. Source Selection Plan

Those proposals that are "responsive" – that is, conform to the format and requirements of this RFP – will be evaluated using a predetermined rating plan. This plan consists of the following four major rating elements, which are listed in descending order of importance:

- Capital Improvements – Design/Construction
- Operation and Maintenance Plan

- Experience and History
- Concession Fee Payments to NAFI. This will be evaluated on the basis of a net present value.

A narrative description of the selection plan elements is outlined in Section V. Offerors should carefully review this section to fully understand the criteria upon which their proposals will be rated.

NOTE: OFFERORS MUST ALSO UNDERSTAND THAT THEIR TREATMENT OF EACH RATING ELEMENT WILL SIGNIFICANTLY AFFECT THE ACCEPTABILITY OF THEIR PROPOSALS TO THE NAFI. OFFERORS SHOULD NOT ASSUME THAT THEY CAN ENHANCE THE ACCEPTABILITY OF THEIR PROPOSALS BY OFFSETTING A WEAK CAPITAL IMPROVEMENTS, OPERATIONS AND MAINTENANCE, OR EXPERIENCE AND HISTORY RATING ELEMENT WITH A FAVORABLE CONCESSION FEE PROPOSAL.

Section V of this RFP specifies the information to be submitted with each offer. This information will be used by the selection board in evaluating the elements of each proposal. Since this is a negotiated acquisition, offerors should anticipate discussions with members of the selection board and their consultants regarding individual elements of their proposals. These discussions may result in the selection board requiring the offeror to furnish additional evidence of financial condition, ability to assume and perform the obligations and responsibilities imposed by the terms and conditions of the agreement, and the proposal submitted. These discussions may also include requests for additional information or suggested changes to proposals to conform with NAFI objectives.

NOTE: IT IS THE RESPONSIBILITY OF EACH OFFEROR TO INSURE THAT ITS INITIAL PROPOSAL INCLUDES ALL OF THE INFORMATION SPECIFIED IN THE RFP. THE OFFEROR SHALL PROVIDE ANY SUBSEQUENT INFORMATION REQUESTED BY THE NAFI IN A TIMELY MANNER BY THE DATE AND TIME SPECIFIED BY THE CONTRACTING OFFICER OR HIS DESIGNATED REPRESENTATIVE.

ATTACHMENTS

LIST OF ATTACHMENTS

1. Desirable Capital Improvements
2. Standard Form 1411, Contract Pricing Proposal Cover Sheet
3. Standard Form 24, Bid Bond
4. Standard Form 25, Performance Bond
5. Standard Form 25A, Payment Bond
6. NAVSTA Treasure Island Marina Consolidated Income Statements
7. Survey of Local Marina Boat and Slip Rentals
8. Site Description

ATTACHMENT 1

DESIRED ADDITIONAL CAPITAL IMPROVEMENTS

DESIRED ADDITIONAL CAPITAL IMPROVEMENTS

The following required capital improvements are not mandatory but are merely provided as suggested improvements that can be offered.

- Construct more than 200 new slips required in Exhibit F.
- Construct a facility for sailing classroom, food and beverage services, Pro Shop, etc.
- Renovate existing facility according to existing plans for such work. These plans are available upon request for \$_____ a set by contacting _____.

ATTACHMENT 2

**STANDARD FORM 1411,
CONTRACT PRICING PROPOSAL COVER SHEET**

CONTRACT PRICING PROPOSAL COVER SHEET		1. SOLICITATION/CONTRACT/MODIFICATION NO.		FORM APPROVED OMB NO. 3090-0116						
NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))										
2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NO.						
		4. TYPE OF CONTRACT ACTION (Check)								
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>A. NEW CONTRACT</td> <td>D. LETTER CONTRACT</td> </tr> <tr> <td>B. CHANGE ORDER</td> <td>E. UNPRICED ORDER</td> </tr> <tr> <td>C. PRICE REVISION/REDETERMINATION</td> <td>F. OTHER (Specify)</td> </tr> </table>		A. NEW CONTRACT	D. LETTER CONTRACT	B. CHANGE ORDER	E. UNPRICED ORDER	C. PRICE REVISION/REDETERMINATION	F. OTHER (Specify)	
A. NEW CONTRACT	D. LETTER CONTRACT									
B. CHANGE ORDER	E. UNPRICED ORDER									
C. PRICE REVISION/REDETERMINATION	F. OTHER (Specify)									
5. TYPE OF CONTRACT (Check) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)		6. PROPOSED COST (A+B=C) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>A. COST</td> <td>B. PROFIT/FEE</td> <td>C. TOTAL</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </table>			A. COST	B. PROFIT/FEE	C. TOTAL	\$	\$	\$
A. COST	B. PROFIT/FEE	C. TOTAL								
\$	\$	\$								
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE										
8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)										
A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.						
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)										
A. CONTRACT ADMINISTRATION OFFICE		B. AUDIT OFFICE								
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify) <input type="checkbox"/> YES <input type="checkbox"/> NO		11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B) <input type="checkbox"/> YES <input type="checkbox"/> NO		11B. TYPE OF FINANCING (If one) <input type="checkbox"/> ADVANCE PAYMENTS <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS						
		13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain) <input type="checkbox"/> YES <input type="checkbox"/> NO								
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) <input type="checkbox"/> YES <input type="checkbox"/> NO										
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)										
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO		B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) <input type="checkbox"/> YES <input type="checkbox"/> NO								
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO		D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO								
This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date.										
15. NAME AND TITLE (Type)		16. NAME OF FIRM								
17. SIGNATURE				18. DATE OF SUBMISSION						

EXHIBIT E
UTILITY RATES/CHARGES/LOCATIONS
(NAVY AND OFF-BASE)

(To be Provided by NAVSTA Treasure Island)

BID BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED (Must be same or later than bid opening date)
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
SURETY(IES) (Name and business address)	

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL						
Signature(s)						
	(Seal)	(Seal)				
Name(s) & Title(s) (Typed)						
INDIVIDUAL SURETIES						
Signature(s)						
	(Seal)	(Seal)				
Name(s) (Typed)						
CORPORATE SURETY(IES)						
SURETY A	Name & Address	STATE OF INC.		LIABILITY LIMIT		
				\$		
	Signature(s)					
		(Seal)	(Seal)			
Name(s) & Title(s) (Typed)						

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate surety is involved, their names and addresses shall appear

in the space (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

ATTACHMENT 4

STANDARD FORM 25, PERFORMANCE BOND

PERFORMANCE BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>												
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION </div> </div> STATE OF INCORPORATION												
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </table> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">CONTRACT DATE</div> <div style="width: 55%;">CONTRACT NO.</div> </div>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND													
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal —

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) perform and fulfill all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL					
Signature(s)	1.	2.	Corporate Seal		
	(Seal)	(Seal)			
Name(s) & Title(s) <i>(Typed)</i>	1.	2.			
INDIVIDUAL SURETY(IES)					
Signature(s)	1.	2.			
	(Seal)	(Seal)			
Name(s) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	Name & Address	STATE OF INC.		LIABILITY LIMIT \$	
	1.	2.			
	Signature(s)	1.	2.	Corporate Seal	
Name(s) & Title(s) <i>(Typed)</i>	1.	2.			

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			

BOND PREMIUM	▶	RATE PER THOUSAND \$	TOTAL \$
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorization person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 5

STANDARD FORM 25A, PAYMENT BOND

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED (Must be same or later than date of contract)												
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION </div> </div> STATE OF INCORPORATION												
SURETY(IES) (Name(s) and business address(es))	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <div style="display: flex; justify-content: space-between; font-size: x-small;"> <div>CONTRACT DATE</div> <div>CONTRACT NO.</div> </div>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND													
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
Signature(s)	1. (Seal)	2. (Seal)	Corporate Seal	
Name(s) & Title(s) (Typed)	1. 	2. 		
INDIVIDUAL SURETY(IES)				
Signature(s)	1. (Seal)	2. (Seal)		
Name(s) (Typed)	1. 	2. 		
CORPORATE SURETY(IES)				
SURETY A	Name & Address	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. 	2. 	
	Name(s) & Title(s) (Typed)	1. 	2. 	

CORPORATE SURETY(IES) (Continued)				
SURETY B	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY C	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY D	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY E	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY F	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY G	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270 a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction regarding adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 6

**NAVSTA TREASURE ISLAND MARINA CONSOLIDATED
INCOME STATEMENTS**

NAVSTA TREASURE ISLAND MARINA CONSOLIDATED INCOME STATEMENTS

	FY86		FY87		FY88	
	Local NAF	Navy	Local NAF	Navy	Local NAF	Navy
Revenue	\$111,733		\$138,769		\$150,630	
Less: APF reimbursement			14,957			
Net revenue	111,733		123,812		150,630	
Expenses						
Payroll	15,036		26,778		56,644	
FICA	1,596		1,954		4,492	
Annual leave	917		1,117		2,600	
Sick leave	424		551		957	
Employee benefits*	3,458		6,159		13,028	
Equipment rental	549		3,715		1,122	
Telephone/postage			44		92	
Repair & maint. facility			30,180		852	
Repair & maint. vehicles	43		2,820		11,010	
Repair & maint. FF&E	4,075		3,860		1,855	
Minor property	1,362		103			
Supplies	10,634		18,687		6,249	
Freight & transportation			47			
Instructional fees	24				105	
Advertising and promotion	85					
Utilities					123	
Miscellaneous					630	
Total expenses	\$ 34,745		\$ 89,856	\$ 6,159	\$ 86,731	\$ 13,028
Net profit (loss)	\$ 76,988		\$ 33,956	(\$ 6,159)	\$ 63,899	(\$ 13,028)

* Employee benefits are paid by the Navy.

ATTACHMENT 7

SURVEY OF LOCAL MARINA BOAT AND SLIP RENTALS

SURVEY OF LOCAL MARINA BOAT AND SLIP RENTALS

(To be Provided by NAVSTA Treasure Island)

ATTACHMENT 8

SITE DESCRIPTION

SITE DESCRIPTION

(To be Provided by NAVSTA Treasure Island)